REQUEST FOR PROPOSALS

FOR

FC-5966, BUSINESS LICENSE, REVENUE TAXATION, AND CASHIERING SOFTWARE

Atlanta, Georgia

Kasim Reed
Mayor
City of Atlanta

J. Anthony "Jim" Beard
Chief Financial Officer
Department of Finance

Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
Department of Procurement

May 10, 2012

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("DOP"), a proposal for **FC-5966, Business License, Revenue Taxation, and Cashiering Software.** The City of Atlanta (the "**City**") is soliciting bids from qualified firms to consult with the Department of Finance on the customization and implementation of a software package that will enable the Department of Finance ("DOF") to manage the issuance of business licenses and collection of tax revenue which is detailed in the Scope of Work.

A **Pre-Proposal Conference** will be held on **Tuesday, May 22, 2012, at 10:00 a.m.**, in the DOP's Conference Room at 55 Trinity Avenue, Atlanta, GA 30303, in Suite 1900. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Finance, Office of Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. All Proponents are urged to attend the Pre-Proposal Conference.

The last date to submit questions is Wednesday, May 23, 2012, at 3:00 p.m. EST. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposals will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 1:59 p.m., Tuesday, June 5, 2012.**

****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 1:59 P.M.****

This project is an eligible project as defined in § 2-1443 of the Atlanta City Code of Ordinances, and no proposal shall be accepted unless the proposal is submitted by an eligible proponent as approved by the Office of Contract Compliance.

Proponents' names will be publicly read at 2:00 p. m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

This RFP is being made available by electronic means. If accepted by such means, then the bidder acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the proponent's possession and the version maintained by the DOP, the version maintained by the DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number, email address, and project number to Mr. Wendell A. M. Bryant, Contracting Officer, at wambryant@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

The bid document may be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of $25.00 per package as of Thursday, February 2, 2012, between the hours of 8:15 a.m. to 5:00 p.m. Payment for the documents represents production cost; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Mr. Wendell A. M. Bryant, Contracting Officer, at (404) 330-6127, or by email at wambryant@atlantaga.gov. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to the Plan Room at (404) 330-6069.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

Adam L. Smith

Part 1; Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals ("**RFP**") from qualified proponents ("**Proponent**" or "**Proponents**") by the City of Atlanta ("**City**"), on behalf of its Department of Finance ("DOF"), seeks to procure the following services ("**Services**"): a back office system to allow DOF to manage the City's Office of Revenue. A more detailed Scope of Services sought in this procurement is set forth in Exhibit A–Services attached to the Services Agreement ("Services Agreement"); Contract No. FC-5966; Business License, Revenue Taxation, and Cashiering Software, included in this RFP at Part 5.[1]

2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta's Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1193. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.

3. **Minimum Qualifications; Authority to Transact Business in Georgia:** Each Proponent team member (Service Provider Key Personnel) shall have a minimum of Five (5) years experience within the last seven (7) years in public sector revenue management systems. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.

4. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.

5. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than 1:59 p.m., EST (as verified by the Bureau of National Standards) on Tuesday, June 5, 2012. Any Proposal received after this time will not be considered and will be rejected and returned.

6. **Pre-Proposal Conference:** Each Proponent must attend the Pre-Proposal Conference scheduled for Tuesday, May 22, 2012, at 10:00 A.M., at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307. Each Proponent must be fully informed regarding all existing and expected conditions and

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[1] All capitalized terms contained in the Services Agreement are incorporated into this RFP.

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matters which might affect the cost or performance of the Services. Any failure to full investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.

7. **Proposal Guarantee:**

   7.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of the total Cost Proposal amount. At the option of the Proponent, the Proposal Guaranty may also be cash, a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

   7.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the award, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Wendell A. M. Bryant, Contracting Officer Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail **wambryant@atlantaga.gov,** on or before Wednesday May 23, 2012 @ 3:00 P.M. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City' website at http://www.atlantaga.gov/index.aspx?page=20 and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

9. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

10. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set

forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

12. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in **Form 2**; Company Financial Statements attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 5**; Proof of Insurance and Bonding Capacity. **A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it.** Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.

13. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

14. **Examination of Proposal Documents:**

13.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

13.2 Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any

other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

13.3 City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.

13.4 Each Proponent must confirm Addenda have been received and acknowledge receipt by executing Form 6; Acknowledgment of Addenda attached to this RFP at Part 4.

15. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.

16. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.

17. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, Set forth in Part5; Appendix C; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume I of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit in Appendix C.

18. **Systematic Alien Verification of Entitlements**: The Systematic Alien Verification of Entitlements (**S.A.V.E.**) Form must be completed and submitted in Volume II of Proposal.

Part 2; Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:

   1.1. Informational Proposal; and
   1.2. Cost Proposal (Form provided by City at **Part 5**; Services Agreement; Exhibit A.1-Cost Proposal). Exhibit A.1-Cost Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.

2. **Informational Proposal:** An Informational Proposal is comprised of 2 sources of information:

   2.1. **Volume I**, information drafted and provided by a Proponent; and
   2.2. **Volume II**, information provided by a Proponent **on forms provided by the City (or required to be created by a Proponent)** in this RFP.

   The Information Proposals must be tabbed as indicated to reflect the sections list in the below Outline.

3. **Information Required to Be Included in Informational Proposal:**

   3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:

      3.1.1. **Information Drafted And Provided By A Proponent:** This information should be included in a **Volume** I to a Proposal:

         3.1.1.1.   Executive Summary;
         3.1.1.2.   Organizational Structure;
         3.1.1.3.   Resumes of Key Personnel;
         3.1.1.4.   Overall Experience, Qualifications and Performance on Previous Similar Projects (Form 7 should be included in this Section); and
         3.1.1.5.   Management Plan.

      3.1.2. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a **Volume II** to a Proposal:

         3.1.2.1.   **Forms attached to this RFP at Part 4 (Include them in Volume II of Proposal with the exception of Form 7 see above section 3.1.1.4):**

            3.1.2.1.1.   Form 1; Proponent Contact Directory;

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3.1.2.1.2. Form 2; Proponent Financial Statements and Other Financial Information;

3.1.2.1.3. Form 3; Disclosure Form and Questionnaire;

3.1.2.1.4. Form 4; Acknowledgment of Insurance and Bonding Requirements;

3.1.2.1.5. Form 5; Proof of Insurance Coverage and Bonding Capacity;

3.1.2.1.6. Form 6; Acknowledgment of Addenda;

3.1.2.1.7. Form 7; List of Clients; and

3.1.2.1.8. Form 8: Systematic Alien Verification of Entitlements (**S.A.V.E.**) located in Appendix C.

NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If N/A is entered in ANY blank on a form, it will be considered incomplete. Incomplete forms may deem your Proposal non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

3.1.2.2 Forms attached to Services Agreement attached to this RFP at Part 5:

3.1.2.2.1 Exhibit A.1-Cost Proposal (**This should be included in a sealed envelope**);

3.1.2.2.2 Appendix A; City's OCC Programs; Office of Contract Compliance Submittals;

3.1.2.2.3 Appendix C; Miscellaneous Forms; and

3.1.2.2.4 Illegal Immigration Reform and Enforcement Act Form (**This completed form should be included in Volume I of your Proposal**).

3.2. **Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

3.2.1. **Executive Summary (Tab in Volume I).**

3.2.1.1. **Cover Letter:** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf

of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.

3.2.1.2. **Detailed Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described;

3.2.1.2.4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute

with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

3.2.2 Organizational Structure (Tab in Volume I).

The Proponent's Organizational Structure   Section of the Proposal should introduce the proposed Proponent team by:

3.2.2.1   providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.

3.2.2.2   providing a descriptive of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.

3.2.2.3   providing the names of proposed candidates for each function on the chart.

3.2.3 Key Personnel/Resumes (Tab in Volume I):

3.2.3.1   Identify and provide resumes for the individuals that the Team will use to fill the following positions:

3.2.3.1.1 Project Director - Technical;
3.2.3.1.2 Project Director - Functional;
3.2.3.1.3 Senior Project Manager - Technical;
3.2.3.1.4 Senior Project Manager - Functional;
3.2.3.1.5 Senior Consultant(s); and
3.2.3.1.6 Consultant(s).

3.2.3.2   Resumes should be organized as follows:

3.2.3.2.1 Name and Title;
3.2.3.2.2 Professional Background;
3.2.3.2.3 Current and Past Relevant Employment;
3.2.3.2.4 Education;
3.2.3.2.5 Certifications;
3.2.3.2.6 List of (7) Relevant projects, including:
    3.2.3.2.6.1 Client Name;
    3.2.3.2.6.2 project description;

3.2.3.2.6.3 role of the individual;

3.2.3.2.6.4 project actual or expected completion date; and

3.2.3.2.7 Client List/Reference Contact.

3.2.3.3   For each Resume provided, each Proponent must provide one letter of recommendation from a client for whom that individual has held a similar role within the past ten (10) years. The letter must state at a minimum:

3.2.3.3.1 the role the individual held in the project;

3.2.3.3.2 the original contract schedule to start and complete the project;

3.2.3.3.3 the actual start and completion dates of the project;

3.2.3.3.4 whether the individual was full-time on the project and the Client's perceived key contribution that individual made in completing the Client's project either within the Client's original planned total cost or original schedule duration or both; and

3.2.3.3.5 the quality of the facility's operation since the Client's acceptance at turnover.

3.2.3.4   Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

3.2.4 Overall Experience, Qualifications and Performance on Previous Projects. Proponents and their employees must have significant systems implementation experience in the Public Sector as outlined here in section 3.2 and in Exhibit A.

3.2.5 Management Plan (Tabbed in Volume I). Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services will manage the Services, specifically addressing the following:

3.2.5.1   Proponent's approach to team leadership;

3.2.5.2   how the Proponent will:

3.2.5.2.1   ensure proper communications among pertinent project team members;

3.2.5.2.2   assure the City that each scope of Services will kept within any established time and budget constraints;

3.2.5.2.3   establish and maintain the necessary cooperative relationships

3.2.5.2.4   coordinate all necessary project activities within that

team relationship;

3.2.5.2.5   identify the tools that are intended to be used to manage these project elements;

3.2.5.3   Proponent's proposed method to:

3.2.5.3.1   Identify and resolve issues during the project duration; and

3.2.5.4   Make critical decisions.

3.3   **Cost Proposal.** Each Proponent must submit a Cost Proposal using the form provided by the City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) stamped "Original" and seven (7) copies in a separate envelope).**

4.   Submission of Proposals:

4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-5966; Business License, Revenue Taxation, and Cashiering Software,,** and the name and address of the Proponent. All Proposals must be submitted to:

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Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303-0307

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4.2. A Proponent is required to submit one (1) original and seven (7) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain and index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

4.3. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped original and seven (7) copies of its Cost Proposal with its Information Proposal.

5. Submittals: The following submittals must be completed and submitted with each Proposal.

Item #	Required Proposal Submittal Check Sheet[2]	Check (√)
	FORMS TO BE SUBMITTED INV VOLUME II WITH PROPOSAL THAT WILL NOT FORM PART OF THE CONTRACT, IF AWARDED:	
1.	**Form 1; Proponent Contact Directory**	
2.	**Form 2; Proponent Financial Statements and Other Financial Information**	
3.	**Form 3; Disclosure Form and Questionnaire**	
4.	**Form 4; Acknowledgement of Insurance and Bonding Requirements**	
5.	**Form 5; Proof of Insurance Coverage and Bonding Capacity**	
6.	**Form 6; Acknowledgment of Addenda**	
7.	**Form 7; List of Clients**	
8.	**Form; S.A.V.E.**	
9.	**Miscellaneous; Documentation evidencing Proponent's authority to transact business in the State of Georgia**	
	DOCUMENTS/FORMS THAT WILL FORM PART OF THE CONTRACT, IF AWARDED:	
1.	**Exhibit A.1-Cost Proposal (to be completed by Proponent and submitted with Proposal)**	
2.	**Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO Forms 1, 2, 3 and4 (to be completed by Proponent and submitted with Proposal)[3]**	
3.	**Appendix D; Miscellaneous Forms**	
4.	**Form 1; Security and Immigration Compliance Forms (to be completed by Proponent and submitted with Proposal)**	

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[2] This table is included for Bidder's convenience and may be used to track the preparation and submittal of certain required information with its Bid.
[3] Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Proponent.

Part 3; Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

All Proposals will be evaluated using the following Evaluation Form::

RELATIVE WEIGHT	GRADED ITEM	SCORE
5	**Executive Summary**	
10	**Organization/Resumes of Key Personnel**	
25	**Management Plan**	
15	**Overall Experience, Qualifications and Performance on Previous Similar Projects**	
15	**OCC Programs**	
5	**Financial Capability**	
25	**Cost Proposal**	
100%	**TOTAL SCORE**	

Part 4; Submittal Forms

FORM 1
PROPONENT CONTACT DIRECTORY[4]

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

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[4] The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and

2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

FORM 2<u>5</u>: <u>Proponent Financial Statements and Other Financial Information</u>

Note: If a general partnership or a joint venture is proposed, all member companies are to respond separately to all questions, completing separate Forms 2 to be included in the RFP.

ALL FIGURES IN U.S. DOLLARS (US$)

1.   Summary of assets and liabilities on basis of the audited financial statement of the last three financial years.

Standard currency of Company's Financial Statement: . . . .

The exchange rate used: .... = US $.........................

	Year (million)	Year (million)	Year (million)
Current Assets	US$...............	US$...............	US$...............
Current Liabilities	US$...............	US$...............	US$...............
Working Capital	US$...............	US$...............	US$...............
Total Assets	US$...............	US$...............	US$...............
Total Liabilities	US$...............	US$...............	US$...............
Net-Worth	US$...............	US$...............	US$...............

The above figures are to be prepared and attested to by a Certified Public Accountant

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2.   Total value of the balance of work in hand:

US $......................

3.   Value of available credit for the Project from reputable local Banks or foreign bank verified by local banks.

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5 Each Proponent should submit any other information it deems appropriate to reflect its financial capabilities.

Name of Bank, Address, Telephone and Fax numbers	Amount (US$)
....	....
....	....
....	....
....	....
....	....
Total	....

4. Amounts of manufacturing and/or construction work for the last five years.

Year _____ Year _____ Year _____ Year _____ Year _____
(million)   (million)   (million)   (million)   (million)

US$............ US$............ US$............ US$..............US$..............

5. (a) Please attach copies of the Company's most recent (3) three-years audited financial statements certified by a Certified Public Accountant, licensed accountant and other financial data which you consider to be useful. Proponents should demonstrate financial capability by providing the following documentation for each member of the proponent's team:

Annual reports and financial statements including income statements, balance sheets, and changes in financial position.

The latest quarterly financial report and a description of any material changes in financial position since the last annual report.

Providing banking or other institutional lenders references, and provide any other information that the Proponent may deem appropriate to reflect its financial capability.

(b) Please attach the statement from the banks confirming the Company's credit lines available for the Project.

(c) Proponents are required to submit hard copies of all of the above financial conditions.

Form 3: Disclosure Form and Questionnaire

Proponent's disclosures must fully answer all questions posed by the City. Such disclosure must be submitted at the time of the Proposal submission and included as a part of the Proposal.

For the purposes of this disclosure form:

1. "Proponent" means, and disclosure is required for, each Proponent and its constituent members, firms, partners, joint venturers and first-tier subconsultants.

2. "affiliate" means any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Proponent or a member of Proponent.

3. "control" means that the controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.

The following information must be provided:

1. Please provide the names and business addresses of Proponent and each of Proponent's officers, directors, affiliates and other employees, agents or representatives for this project: **FC-5966; Business License, Revenue Taxation, and Cashiering Software.** Describe accurately, fully and completely their respective relationships with the Proponent, including their ownership interests and their anticipated role in the management and operations of the Proponent.

2. Please describe the general development of the Proponent's business during the past ten (10) years, or such shorter period of time that the Proponent has been in business.

3. List any lawsuits, administrative actions or litigation to which Proponent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an owner, or otherwise. State the project giving rise to the lawsuit, administrative action or litigation, explain the basis for all claims and state whether a settlement was reached or a judgment was entered, identifying each party against whom a judgment was entered.

4. Provide details if Proponent has been charged with a criminal offense within the last ten (10) years.

5. Describe any citation or notices of violation which Proponent received from any government agency in connection with any of Proponent's work during the past ten (10) years. Include OSHA violations, except for de minimus dollar amounts.

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Proponent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

   (a) Whether Proponent, or affiliate currently or previously associated with Proponent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors.

   (b) Whether Proponent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Proponent from engaging in any type of business practice; and

   (c) Whether Proponent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Proponent which directly arose from activities conducted by Proponent which submitted a bid or proposal for the subject project.

7. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project, in the last ten (10) years: (i) has or had, directly or indirectly, a business relationship with the City; (ii) directly or indirectly has received revenues from the City or (iii) directly or indirectly has received revenues from conducting business on City property or pursuant to any contract with the City.

8. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee.

NOTE: In addition to providing detailed narrative answers to the questions posed in this disclosure form and questionnaire Proponent may attach any other documents that may provide information responsive to the subjects in this disclosure form and questionnaire.

Under penalty of perjury, I declare that I have examined this disclosure form and questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Date:_____

Corporate Proponent:
[Insert Corporate Name]

_____

By:_____
Name:_____
Title:_____

_____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____

By:_____
Name:_____
Title:_____

_____

Notary Public (Seal)
My Commission Expires:_____

Form 4; Acknowledgment of Insurance and Bonding Requirements

I, _____, on behalf of _____, Proponent, acknowledge that if selected as the successful Proponent for **FC-5966; Business License, Revenue Taxation, and Cashiering Software**, Proponent shall comply completely and promptly with all insurance and bonding requirements contained in the Form of Agreement attached to this Solicitation and appendices thereto, pertaining to insurance or bonding.

Proponent understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of an Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Proponent understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may result in the forfeiture of the Proposal guarantee submitted with this Proposal and/or the disqualification of Proponent from further consideration for the Agreement.

By executing this Acknowledgement of Insurance and Bonding Requirements, I represent that the Proponent understands and agrees to comply unconditionally with all requirements related to insurance and bonding contained in the Form of Agreement attached to this Solicitation. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Proponent.

Date:_____

Corporate Proponent:
[Insert Corporate Name]

_____

By:_____
Name:_____
Title:_____

_____

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____

By:_____
Name:_____
Title:_____

_____

Notary Public (Seal)
My Commission Expires:_____

Form 5; Proof of Insurance Coverage and Bonding Capacity

PROJECT; FC-5966; BUSINESS LICENSE, REVENUE TAXATION, AND CASHIERING SOFTWARE

INSURANCE COVERAGE AND BONDING CAPACITY

CITY OF ATLANTA, GEORGIA

Proponent shall provide the City with satisfactory evidence of the Proponent's ability to obtain the required insurance and bonds from (a) company(ies) satisfactory to the City and licensed by the Insurance Commissioner of the State of Georgia to transact Surety business in the State of Georgia. Proponent shall submit this form with its Proposal.

SURETY:

COMPANY NAME:_____

COMPANY ADDRESS:_____

_____

CONTACT NAME AND PHONE:_____

BONDING CAPACITY IS:_____

INSURER:

COMPANY NAME:_____

COMPANY ADDRESS:_____

_____

CONTACT NAME AND PHONE:_____

Proponent is required to submit a letter from the Company providing insurance and bonds for this project certifying that the Company will provide insurance and bonds in accordance with the terms set forth in Appendix B.

Date:_____

Corporate Proponent:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By:_____

Name:_____

Title:_____

_____

Notary Public (Seal)
My Commission Expires:_____

Form 6; Acknowledgment of Addenda

Acknowledgement of Addenda

Bidders/Proponents must sign below and return this form with Bids/Proposals to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1790, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-5966; Business License, Revenue Taxation, and Cashiering Software,**

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____ day of _____, 20___.

Corporate Proponent:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

Form 7: List of Clients[6]

Proponents should provide a list of at least seven (7) clients as references using the following format:

1. Client: Name
                            Address
                            City, State, Zip
                            Phone
                            Fax

    Project: Conference Management Services

    Contact Person: Mr. John Doe
                            (404) 555-5555

    Date(s) of Project: August 12, 2000 to August 19, 2001

    Description/Summary of Services:

    Cost/Amount of Contract:

    Firm's Role: Responsible for etc.

    Completion Status:

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2. (Next Client)

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[6] Proponent should include client name, address, phone/fax number, contact name and summary of services provided to client, including dates services were provided. Proponent may supplement this form by attaching additional pages to it or may create its own form for including in its Proposal as long as such form meets the informational requirements of this form.

Part 5: Services Agreement

DRAFT

MASTER TECHNOLOGY AGREEMENT; CONTRACT NO. FC-5966

This Master Technology Agreement ("Agreement") is entered into and effective as of _____ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Provider") set forth below.

Contract Name:	Contract No. FC-5966
Provider	**City of Atlanta**
Name:	Using Agency:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

1. **Background**.

   1.1   City desires to obtain from Provider the software ("Software") [and Support and Maintenance Services] described on the Software Order Form attached as **Exhibit A-1** also known as Cost Proposal [and/or] the services described on the Scope of Work attached as **Exhibit A** ("Services"). The total amount of payments by City under this Agreement shall not exceed $_____ ("Master Maximum Payment").

2. **Term**. Subject to the terms of this Agreement, this Agreement shall commence on the Effective Date and end on the date that is the later of **(a)** the date of acceptance of all Deliverables set forth on any Statement of Work pursuant to the Section entitled "Services" or **(b)** the date of acceptance of all Software set forth on any Software Order Form pursuant to the Section entitled "Software and Support Services" (the "Term").

3. **Interpretation**.

   3.1   All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit C**.

3.2   If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:[1]

>   1. Agreement
>   2. Exhibit C - Definitions
>   3. Exhibit A – Scope Of Work
>   4. Exhibit A-1 – Cost Proposal
>   5. Exhibit E - City Security Policies
>   6. Exhibit G - Dispute Resolution Procedures
>   7. Appendix A - Office of Contract Compliance Requirements
>   8. Appendix B - Insurance and Bonding Requirements
>   9. Apeendix C – Georgia Illegal Immigration Enforcement and Reform Act Documents[2]

4.   Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit D.**

5.   Services.

5.1   Statement of Work. The Statement of Work shall contain, as applicable: **(a)** a reference to this Agreement; **(b)** a detailed description of the Services to be provided, together with all Work Product applicable to the Services; **(c)** a detailed milestone, delivery, service availability, and completion schedule applicable to the Services ("Milestone Schedule"); **(d)** detailed Requirements describing and defining the relevant design, functional, operational and performance characteristics, standards and criteria applicable to the development, delivery and performance of the Services, including applicable Service Levels and Service Level credits and other performance criteria; **(e)** the location where the Services are to be performed and a detailed list of all equipment, software, Facilities and names or positions of Provider Personnel required to provide the Services ("Resources"); **(f)** the Charges for the Services and the schedule on which such Charges will be invoiced, the Statement of Work maximum payment and, as applicable, regular and overtime hourly rates; **(g)** City's special conditions of acceptance for the Services and Work Product, if any; **(h)** the identity of the key Provider Personnel and City personnel for the Services; and **(i)** any additional provisions applicable to the Services to be provided under the Statement of Work that are required by this Agreement to be addressed and are not otherwise set forth in this Agreement. If any services to be performed are not specifically described in the Software Order Form or Statement of Work, as applicable, but are a necessary component of providing the Services, those services, functions, or tasks will be deemed to be implied in the scope of the Services to the same extent as if specifically described in such Software Order Form or Statement of Work.

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[1] For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

[2] For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.2   Performance of Services. Provider shall perform all Services in a manner that causes minimal interference with normal operations of City and in compliance with the City Security Policies set forth in **Exhibit E**, and other requirements and regulations described in this Agreement, the Statement of Work, or otherwise required by City. Compliance with these policies will not be construed as limiting, in any manner, Provider's obligations with respect to all applicable governmental requirements and regulations or its duty to undertake reasonable actions to establish and maintain secure conditions. Provider is responsible for all costs incurred as a result of this Section.

5.3   Acceptance of Specific Deliverables. Each Deliverable set forth on the Statement of Work shall be subject to acceptance testing by City. Provider shall demonstrate the Deliverable's compliance with the acceptance testing procedure outlined in the Contract Documents. If a Deliverable fails to pass the acceptance test, Provider shall remedy each failure and shall re-tender the corrected Deliverable to City for re-testing according to the acceptance testing procedure. If the Deliverable is not accepted by City after 3 sets of acceptance tests, within 20 days of the first failed acceptance test, or by another deadline in the Statement of Work (whichever occurs earlier), then City may at its option:

> (a)   set a new deadline by which the corrected Deliverable must operate in accordance with the specifications in the applicable Statement of Work, always provided that if this deadline is not met City may proceed under (b); or

> (b)   terminate the Agreement pursuant to the Section entitled "Termination," whereupon Provider shall immediately refund to City all amounts paid by City under the Agreement.

5.4   Resources. Unless otherwise expressly provided in this Agreement, all Resources shall be furnished by and shall be under the control of Provider. Provider shall be responsible, at its sole cost, for procuring and using such Resources in proper and qualified, professional and high quality working and performing order.

6.   Software and Support Services

6.1   License Grant. Except to the extent expressly modified or supplemented in the relevant Software Order Form and in consideration of the payment of the Charges set forth in the applicable Software Order Form, Provider hereby grants to City a worldwide, perpetual, transferable, sublicenseable, royalty-free license to: **(a)** use the Software in object code format and related documentation for City's purposes; and **(b)** reproduce the Software and related documentation to the extent necessary to use the Software (in compliance with any licensing constraints in the Software Order Form) and to create copies for backup, archival, testing and disaster recovery at no additional charge. Use of the Software and related documentation by City shall include use by its employees, agents, consultants, independent contractors, and other similar Third Parties.

6.2   Implementation Services. Provider will perform all functions and services necessary to implement the Software into City's operations and systems (the "Implementation").

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6.3   Acceptance Testing. Upon notice by Provider of the Implementation, Provider shall demonstrate that the Software is operating in accordance with the specifications, functionality and Documentation ("Software Specifications") set forth in the Software Order Form. If City finds that the Software is operating in accordance with Software Specifications, City shall confirm its acceptance of the Software by delivering a User Acceptance Form, attached as **Exhibit F**, to Provider. If the Software is not operating in accordance with the Software Specifications, Provider shall correct the Software to conform to the Software Specifications. If the Software is not accepted by City after 3 sets of acceptance tests, within 20 days of the first failed acceptance test, or by another deadline in the Statement of Work (whichever occurs earlier) then City may at its option:

> (a)   set a new deadline by which the Software must operate in accordance with the Software Specifications, always provided that if this deadline is not met City may proceed under (b); or

> (b)   terminate the Agreement pursuant to the Section entitled "Termination," whereupon Provider shall immediately refund to City all amounts paid by City under the Agreement.

7.   **Change Documents**.

7.1   Change Documents.

7.1.1   This section will govern changes to the Agreement, whether such changes involve an increase in the Master Maximum Payment or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").[3] All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

7.1.2   Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

> (a)   Change Documents to the Agreement involving an increase to the Master Maximum Payment executed between City and Provider which may or may not require legislative approval under Code Section 2-1292;

> (b)   Change Documents to the Agreement involving no increase to the Master Maximum Payment, changes in the value of the Charges or changes in the terms or amounts of compensation under the Master Maximum Payment executed between City and Provider pursuant to Code Section 2-1292(d); and

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[3] Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

(c)   Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Master Maximum Payment, changes in the value of the Charges or changes in the terms or amounts of compensation under the Master Maximum Payment.

Change Documents that do not involve an increase in the Master Maximum Payment will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

7.1.3   City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Provider.

7.1.4   Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

7.1.5   Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Provider with comments regarding a Proposed Change Document, and Provider shall respond to such comments, if any. A Proposed Change Document from Provider will become effective only when executed by an authorized representative of City.

7.1.6   City may propose any changes to the Agreement including, but not limited to, changes that it contends do not involve an increase to the Master Maximum Payment, and Provider shall, in good faith, evaluate such proposed Change Request. If City and Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Provider, pursuant to Code Section 2-1292(d), and City and Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit G**. During the pendency of such dispute, Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

7.2   Suspension of Services. City may, by written notice to Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Provider must, unless the notice requires otherwise: **(a)** immediately discontinue suspended Services on the date and to the extent specified in the notice; **(b)** place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and **(c)** take any other reasonable steps to minimize costs associated with the suspension.

8.   **Ownership Rights**

8.1   Work Product.

    8.1.1   Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City.   Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City.   Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

    8.1.2   If any of the Work Product is determined not to be a work made for hire, Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in and to the Work Product. If Provider has any rights to the Work Product that cannot be assigned to City, Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights.

    8.1.3   City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

    8.1.4   To the extent exclusive title or complete and exclusive ownership rights in and to any Work Product created by Provider Personnel may not originally vest in City by operation of Applicable Law, Provider shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all right, title and interest in the Work Product.

    8.1.5   Without any additional cost to City, Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Provider irrevocably designates City as Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary in Provider's name with the same force and effect as if performed by Provider.

8.2   Third Party Works. Provider shall not use or include any Third Party Works in the Deliverables unless Provider has obtained prior written consent to the use and/or inclusion of such Third Party Works from City.   Where City approves use or inclusion of any Third Party Work in the Deliverables, Provider shall whenever possible obtain an assignment to City of all

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Intellectual Property Rights in such Third Party Works. If it is not possible to obtain an assignment of all Intellectual Property Rights in any Third Party Works, Provider must obtain City's written confirmation in advance that it is willing to forego an assignment. If City agrees to forego an assignment of all Intellectual Property Rights in any Third Party Works which Provider wishes to include in the Deliverables, Provider shall acquire the right for City to use the Third Party Works for such primary or secondary purposes, and periods (with the right to sub-license). Any failure to obtain the forgoing rights must be notified to City in writing and specifically agreed to by City. In all cases, City shall have an option to review and approve in advance any license or procurement agreement for the use of any Third Party Works to be included in any Deliverable.

9. **Data Protection**. To the extent that Provider accesses or processes any Personal Data received from or on behalf of City in the course of provision of the Services, Provider shall at all times:

> (a)   act only on the instructions of City;

> (b)   not transfer the Personal Data to another Party without City's prior written consent;

> (c)   have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, loss, destruction, damage of such Personal Data;

> (d)   immediately notify City upon any breach, potential breach, or unauthorized access to Personal Data;

> (e)   immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding Personal Data; and

> (f)   upon City's request, facilitate City's interaction with governmental agencies.

10.   **Provider's Obligations**.

10.1   <u>Provider Personnel</u>. Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

10.2   <u>Provider Authorized Representative</u>. Provider designates the Provider Authorized Representative named on page 1 of this Agreement (the "<u>Provider Authorized Representative</u>"), who shall: **(a)** be a project executive and employee within Provider's organization with the information, authority and resources available to properly coordinate Provider's responsibilities under this Agreement; **(b)** serve as primary interface and the single-point of communication for the provision of Services by Provider; **(c)** have day-to-day responsibility and authority to address

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issues relating to the Software and Services; and **(d)** devote adequate time and efforts to managing and coordinating the Services.

10.3 <u>Removal of Personnel Assigned to City Contract</u>. Within a reasonable period, but not later that seven (7) days after Provider's receipt of notice from City that the continued assignment to the City Contract of any Provider Personnel is not in the best interests of City, Provider shall remove such Provider Personnel from City's Contract. Provider will not be required to terminate the employment of such individual. Provider will assume all costs associated with the replacement of any Provider Personnel. In addition, Provider agrees to remove any Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Provider becomes aware of such misconduct or breach.

10.4 <u>Qualifications</u>. Upon City's reasonable request, Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Provider Personnel.

10.5 <u>Subcontracting</u>. Unless specifically authorized in this Agreement, Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

10.6 <u>Key Provider Personnel and Key Subcontractors</u>.

10.6.1 The following Persons are identified by Provider as ("Key Provider Personnel") under this Agreement:

(a) _____;

(b) _____; and

(c) _____.

10.6.2 The following Persons are identified by Provider as ("Key Subcontractors") under this Agreement:

(a) _____;

(b) _____; and

(c) _____.

10.6.3 Provider shall not transfer, reassign or replace any Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary

termination for cause in Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

10.7   Reports. Provider shall provide those periodic reports set forth in the Statement of Work or as otherwise reasonably requested by City from time to time. Provider shall modify the content and format of any reports or provide additional reports as reasonably requested by City from time to time.

10.8   Conflicts of Interest. Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

10.9   Commercial Activities. Neither Provider nor any Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

11.   City's Authorized Representative.

11.1   City Authorized Representative. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: **(a)** serve as primary interface and the single-point of communication for the provision of Services; **(b)** have day-to-day responsibility to address issues relating to this Agreement; and **(c)** to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

11.2   Inspection. City may perform routine inspections of any work while such work is being performed or is in progress. A representative of City may be on-site during the provision of any Services to perform functions such as safety watch, protection of its electric transmission system, to obtain clearances, knowledge transfer and training, or for any other reason.

11.3   City's Right to Review and Reject. Any Work Product, Service, or document or item to be submitted or prepared by Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are disapproved, Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

12.   Payment Procedures.

12.1   General. All Charges for Services will be calculated in accordance with the relevant Software Order Form or Statement of Work and will be payable in accordance with the

payment requirements set forth therein. City will not be obligated to pay Provider any amount in addition to the Charges for Provider's provision of the Services.

12.2   Invoices. Provider shall prepare and submit to City invoices for payment of all Charges in accordance with the Software Order Form or Statement of Work. Each invoice shall be in such detail and in such format as City may reasonably require from time to time. To the extent not set forth in a Statement of Work or Software Order Form, Provider shall invoice City monthly for Services rendered.

12.3   Taxes. Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with its performance of its obligations under this Agreement. Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Provider is refunded any Tax payments made relating to the Services, Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

12.4   Maximum Amount. City shall not be obligated to pay any amount in excess of the Master Maximum Payment for all Software and Services under all Software Order Forms and Statements of Work nor shall City be obligated to pay any amount in excess of the Statement of Work maximum payment or Software Order Form maximum payment.

12.5   Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Software Order Form or Statement of Work, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

12.6   Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Provider in writing of the basis for any dispute within thirty (30) days of the later of: **(a)** receipt of the invoice or **(b)** discovery of the basis for any such dispute. City and Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Provider of the disputed amount.

12.7   No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Software or Services by City constitutes acceptance of any Software or Services.

12.8   Right to Offset. Notwithstanding any provision of this Agreement to the contrary, City may offset any claims, liquidated or unliquidated, absolute or contingent, that it may have against Provider, arising out of this Agreement, against any monies to which Provider might otherwise be entitled, and no property interest in any such monies (not to exceed an amount that City reasonably determines will cover its claims) will exist in Provider pending the determination and discharge of the claims.

12.9   Payment of Other Persons. Prior to the issuance of final payment from City, Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Provider in connection with this

Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Provider.

13. **Provider Representations and Warranties**. As of the Effective Date and continuing throughout the Term, Provider warrants to City that:

13.1 Authority. Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Provider is a party that may restrain or question this Agreement or the provision of Services by Provider is pending or threatened.

13.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

13.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

13.4 Materials and Equipment. Any equipment or materials provided by Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended by City.

13.5 Intellectual Property Rights. None of the Services or Software utilized by Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Provider in fulfilling its obligations hereunder (including Work Product), shall infringe any third Party's Intellectual Property Rights or privacy, publicity or other rights.

13.6 No Viruses. All Services and Software shall be free of viruses, worms, time bombs, logic bombs, trap doors, Trojan horses, or similar malicious instructions, that can disrupt, erase, disable, shut down, or otherwise damage any part of a computer system.

13.7 No Locks, Back Doors etc. The Services and Software do not and will not contain any computer code that would automatically disable the Services, or Software or any hardware or systems, or impair, or enable Provider to impair, in any way the operation thereof based on the elapsing of a period of time, exceeding an authorized number of copies or users, advancements to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," "locking devices," or "drop dead

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devices") or that would permit Provider to access the Services, or Software or City's systems to cause such disablement or impairment (sometimes referred to as a "trap door" or "back door" device).

13.8 <u>No Open Source Code</u>. The Services and Software shall not include any "open source" code (as defined by the Open Source Initiative) or "Free" code (as defined by the Free Software Foundation) or any similar code (collectively, "<u>Open Source Code</u>") or be created in such a way that such are compiled with or linked to Open Source Code, without City's prior review and approval of the applicable license agreement. Provider further represents and warrants that it shall not include Open Source Code or other similar code in the Services or Software, or create such a way, or for use with any third Party code:

(a) that would impose any requirements on how the Services, Software, or any portion thereof, is distributed, published, licensed or otherwise made available to third Parties;

(b) that would create, or purport to create, obligations for City with respect to the Services or Software;

(c) that would grant, or purport to grant, to any third Party any rights to or immunities under City's Intellectual Property rights in the Services or Software; or

(d) that would have the effect of requiring that the Services, Software, or any portion thereof: **(a)** be disclosed or distributed in source code form; **(b)** be licensed for the purpose of making derivative works; **(c)** be redistributable at no charge; or **(d)** be licensed under any open source or Free software license or licensing scheme.

13.9 <u>Remedies for Defects</u>. Upon notification from City of a breach of Section, Provider will immediately correct and repair any such breach at no charge to City. If Provider is unable to do so, at City's option, Provider will accept return of the Services and Software and will refund to City all fees paid.

14. **Compliance with Laws**.

14.1 <u>General</u>. Provider and its subcontractors will perform the Services in compliance with all Applicable Law.

14.2 <u>City's Socio-Economic Programs</u>. Provider shall comply with Appendix A and any applicable City socio-economic programs including, but not limited to, City's EBO and EEO Programs and requirements set forth in the Code in the performance of the Services.

14.3 <u>Consents, Licenses and Permits</u>. Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Provider in performing Services and complying with this Agreement.

15. **Confidential Information.**

15.1　General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Law will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed sensitive security information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

15.2　Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: **(a)** a subpoena; **(b)** judicial or administrative order; or **(c)** any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: **(a)** seek a protective order preventing such disclosure; or **(b)** intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

16. **Audit and Inspection Rights.**

16.1　General.

16.1.1　Provider will provide to City, and any Person designated by City, access to Provider Personnel and to Provider owned Facilities for the purpose of performing audits and inspections of Provider, Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: **(a)** verify the accuracy of Charges and invoices; **(b)** examine Provider's performance of the Services; **(c)** monitor compliance with the terms of this Agreement; and **(d)** any other matters reasonably requested by City. Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

16.1.2　All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours).

16.1.3　Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

16.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Provider, Provider shall promptly refund such overpayment and Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Provider.

16.2 <u>Records Retention</u>. Until the later of: **(a)** six (6) years after expiration or termination of this Agreement; **(b)** the date that all pending matters relating to this Agreement (*e.g.*, disputes) are closed or resolved by the Parties; or **(c)** the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

17. **<u>General Indemnification by Provider</u>.** Provider shall defend, indemnify, and hold harmless City, its agencies and its and their respective officers, directors, employees, advisors and agents, successors and permitted assigns ("<u>City Indemnitiees</u>"), from any Losses arising from claims or actions based upon:

(a) Provider's or Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Provider Personnel, or any subcontractor, claiming an employment or other relationship with Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Law to the extent such claim is based on the act or omission of Provider or Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual, caused in whole or in part by the tortious conduct of Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Provider; and

(e) damage to, or loss or destruction of, any real, tangible, or intangible property caused in whole or in part by the tortious conduct of Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Provider.

18. **<u>Intellectual Property Indemnification by Provider</u>.** Provider shall defend, indemnify and hold harmless City Indemnitiees, from and against any and all Losses arising from Third Party Claims that the Deliverables or Software or any other item, provided or used under this

Agreement by Provider (or any Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Deliverables or Software infringes or misappropriates the Intellectual Property Rights of a third Party. If any Deliverable, Software or other item provided by Provider hereunder is held to constitute, or in Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: **(a)** procure the right for City Indemnitees to continue using such Deliverable, Software or other item; **(b)** replace such Deliverable, Software or other item with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Deliverable, Software or other item; **(c)** modify such Deliverable, Software or other item, or have such Deliverable, Software or other item modified, to make it non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the Deliverable, Software or other item; or **(d)** create a feasible workaround that would not have any adverse impact on City.

19. Limitation of Liability.

19.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: **(a)** personal injury, wrongful death or tangible property damage; **(b)** any claim for infringement of intellectual property; **(c)** any breach of the Section entitled "Confidential Information;" or **(d)** any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or sensitive security information, regardless of the manner in which such damages are characterized.

20. Insurance and Bonding Requirements.
Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

21. Force Majeure.
Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will

be excused from performance or observance of affected obligations for as long as: **(a)** the Force Majeure Event continues and **(b)** the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

22. **Termination**.

22.1 <u>Termination by City for Cause</u>. City may at its option, by giving written notice to Provider, terminate this Agreement:

        (a)   for a material breach of the Contract Documents that is not cured by Provider within seven (7) days of the date on which City provides written notice of such breach;

        (b)   immediately for a material breach of the Contract Documents by Provider that is not reasonably curable within seven (7) days;

        (c)   immediately upon written notice for numerous breaches of the Contract Documents by Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Provider's performance; or

        (d)   immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Provider's obligations under this Agreement or is in violation of any City ethics ordinances.

22.2 <u>Re-procurement Costs</u>. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the Section entitled "Termination by City for Cause," Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to any Person for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination by City for Convenience."

22.3 <u>Termination by City for Insolvency</u>. City may terminate this Agreement immediately by delivering written notice of such termination to Provider, if Provider: **(a)** becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; **(b)** files a voluntary petition in bankruptcy, seeks reorganization, or to effect a plan or other arrangement with creditors; **(c)** is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; **(d)** fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or **(e)** applies for or consents to the appointment of any receiver for all or any portion of its property.

22.4   Termination by City for Convenience.   At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Provider waives any claims for damages, including loss of anticipated profits.   As Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Provider in its business within thirty (30) days following termination. If requested, Provider shall substantiate such costs with proof satisfactory to City.

22.5   Termination for Lack of Appropriations. If during the Term of this Agreement, legislation establishing a Master Maximum Payment for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Master Maximum Payment has been legislatively authorized.

22.6   Effect of Termination.   Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: **(a)** any liabilities or obligations of either Party arising before such termination or out of the events causing such termination or **(b)** any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity.   Upon termination of this Agreement, Provider shall immediately: **(a)** discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; **(b)** inventory, maintain and turn over to City all Services Work Product, licenses, equipment, materials, plant, tools, and property furnished by Provider or provided by City for performance of the terminated Services; **(c)** promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; **(d)** comply with all other reasonable requests from City regarding the terminated Services; and **(e)** continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

22.7   Transfer of Services. To the extent requested by City, in addition and without prejudice to any exit plan set out in any Statement of Work, prior to, upon and for up to three (3) months after termination or expiration of the Agreement, Provider shall, at no cost to City, provide reasonable assistance to City and any authorized third Parties (including any replacement service provider) in assuming performance of the expired or terminated Services so as to ensure their smooth handover and uninterrupted operation.   Such assistance may, without limitation, include:

(a)   promptly and fully answering all questions as to the manner in which the Services have been provided for the purpose of allowing City or any new service provider to conduct "due diligence;"

(b)   migration of programs, data and other materials from Provider's equipment to similar equipment owned by City or a new service provider;

(c)   using all reasonable endeavors to procure that any contracts entered into for the purpose of providing services to City are assigned to City or a new service provider; and

(d)   providing all system passwords (including any root passwords) for all user accounts.

23.   Dispute Resolution.

23.1   All disputes under the Contract Documents or concerning the Services shall be resolved under this Section and **Exhibit G**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement terminates or expires and except to the extent the issue in dispute precludes performance. A dispute over payment will not be deemed to preclude performance by Provider.

23.2   Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

23.3   Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

23.4   Equitable Remedies. Notwithstanding the other provisions, the Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning: **(a)** Confidential Information; **(b)** Intellectual Property Rights; **(c)** Personal Data; or **(d)** other matters for which equitable rights are expressly provided in this Agreement, money damages would be an inadequate remedy and the other would be irreparably harmed. Accordingly, City may seek a preliminary or permanent, mandatory or prohibitory, injunction or such other order of a court of competent jurisdiction.

24.   General.

24.1   Division of Agreement. The division of this Agreement into sections, subsections and exhibits, the division of exhibits of this Agreement into sections and subsections, and the insertion of headings in this Agreement are for convenience of reference only and will not affect its construction or interpretation.

24.2   References. Unless otherwise provided to the contrary: **(a)** all references to days, months, quarters or years will be deemed references to calendar days, months, quarters or years, **(b)** any reference to a "Section," or "Exhibit" will be deemed to refer to a section or of the

document containing the reference or an Exhibit to the document containing the reference; **(c)** any reference to a Section or subsection will be deemed to include all subsections and paragraphs of such Section or subsection; and **(d)** any reference to an Applicable Law will be deemed to include any amendment or modification to such Applicable Law and any rules or regulations promulgated thereunder or any Applicable Law enacted in substitution or replacement therefor. Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa, and each gender will be deemed to refer to and include the other. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Whenever the word "or" is used in this Agreement, it will be deemed not to be exclusive. Whenever the term "good faith" is used with respect to a performance obligation of a Party, it will be deemed to mean that such Party will use commercially reasonable efforts on a diligent basis (and the Party may act in its own self-interest). References to "$" or "dollars" will be deemed a reference to United States dollars unless otherwise specified. Unless otherwise indicated, all accounting terms, ratios and measurements shall be interpreted or determined in accordance with United States GAAP as in effect on date hereof.

24.3   Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: **(a)** when delivered by hand or courier or by overnight delivery with signature receipt required; **(b)** when sent by confirmed facsimile with a copy sent by another means specified in this Section; or **(c)** three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

24.4   Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

24.5   Assignment. Neither this Agreement, nor any rights or obligations under it, may be assigned by Provider in any manner without the prior written consent of City and any attempt to do so without such written consent shall be void ab initio.

24.6   Publicity. Provider shall not make any public announcement, communication to the media, take any photographs, or release any information concerning City, the Services or this Agreement without the prior written consent of City.

24.7   Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

24.8   Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

24.9   No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

24.10   Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning including, without limitation, software licenses and warranty obligations shall survive the expiration or termination of this Agreement.

24.11   Independent Providers. Provider is an independent consultant of City and nothing in this Agreement shall be deemed to constitute Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

24.12   Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

24.13   Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

24.14   Unauthorized Goods or Services. Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Provider. Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

24.15   Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the

Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

SIGNATURE AUTHORITY

An authorized signature below by the City and by the Contractor indicates the acceptance of the terms of this Agreement.

This Contract embodies the entire Agreement between the City and the Contractor. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not contained in the Agreement.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement by their duly authorized officers, as of the date first written above.

[Signatures on Following Pages.]

CITY OF ATLANTA: **[Entity Name]**

By:_____By:_____

    Mayor   President/Vice President

ATTEST: **ATTEST:**

_____

Municipal Clerk   (SEAL)   Corporate Secretary/Asst. Secretary
                                                    (affix seal)

RECOMMENDED:

_____

Department of Finance

APPROVED:

_____

Chief Procurement Officer

APPROVED AS TO FORM:

_____

Assistant City Attorney

EXHIBIT A

EXHIBIT A – SCOPE OF SERVICES

FC- 5671, BUSINESS LICENSE, REVENUE TAXATION, AND CASHIERING SOFTWARE

1.0 INTRODUCTION AND PURPOSE OF THE RFP

This request solicits proposals to furnish the City of Atlanta, Georgia, hereinafter referred to as "the City", with a business license/taxation/cashiering software system. The specifications and technical requirements for the proposed software package are described in Section 4.0 of this document.

1.1 City Profile

The City of Atlanta is located in the north-central part of the State, which is the top growth area in the State of Georgia. The Atlanta metropolitan statistical area is one of the highest growth regions in the nation. The City has a land area of 131.4 square miles. The City provides a full range of general government services including police and fire protection, public works operations and maintenance of assets, land and building zoning regulations, and parks and recreation services. More information about the City can be ascertained on the City's website www.atlantaga.gov.

1.2 Legacy System: Business License Information System (BLIS)

The City currently operates the Business License Information System (BLIS) which was implemented in 1993 for revenue taxation, business licensing, and payment processing. The BLIS system operates on the OS390 mainframe platform with an IBM DB2 database. There are 64 tables and files and 496 online and batch applications within BLIS. The system produces more than 100 batch reports. The software utilized includes CSP (IBM Cross System Product) version 4.1, IBM DB2, COBOL, CICS, QMF (IBM Query Management Facility), Passport.

BLIS is a subsidiary ledger that produces output for manual postings to the City's Oracle financial system. BLIS users interact with five primary City divisions/departments 1) License and Permits Division - Atlanta Police Department 2) Zoning Division - Planning and Community Development Department 3) Transportation Division – Department of Public Works 4) Department of Watershed Management and 5) Executive Branch through manual processes. Please reference Exhibit A-6.

The BLIS system performs billing and collections/credit functions for the following City governmental revenue account types:

- o Alcohol License Fee
- o Financial Institutions
- o General Business License

- o Insurance
- o Professional
- o Alcohol Excise Tax
- o Car Rental Excise Tax
- o Hotel/Motel Excise Tax
- o Wholesale Malt Tax
- o Wholesale Spirits Tax
- o Cashiering

1.3 General Background

This RFP addresses the operating requirements for a new business license, taxation, and cashiering software system. Your proposal should provide recommendations for the hardware necessary to operate your software that is in accordance with the network environment outlined in Section 3.9 of this RFP.

The Office of Revenue of the Finance Department has responsibility for ensuring compliance with Chapter 30 (Occupational Tax) and Chapter 10 (Alcohol and Excise Taxes) of the City Code of Ordinances through new application, renewal processing, inspections and audits of businesses. The Office of Revenue is responsible for collecting and accounting for business (occupation) tax, alcohol excise tax, alcohol license fee, car rental excise tax, wholesale alcohol tax, hotel/motel tax, financial institution tax, insurance tax and professional tax.

1.4 Proponent Information

Proponent must include the following information in responding to this RFP in the following order. Please indicate each section with table of content and tab:

- o Size of the company listing
- o Number of years in business providing similar applications
- o Number of support personnel in the company
- o Frequency of software updates
- o A client contact list/reference list containing 1) name 2) telephone numbers 3) email address 4) brief description of system implementation and go-live date for at least seven (7) current and/or previous implementations of similar scope. Clients comparable to the City and with similar configurations are preferable.
- o Names and Resumes of the proponent's leadership and implementation teams, including technical and functional support responsible for the actual implementation of this software. Resumes and contact information for subcontractors to be used, if any, must also be provided. Each proponent team member must have a minimum of five (5) years of experience within the last ten (10) years in software development, customization, and/or implementation

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experience in the public sector. **Note:** If selected for on-site demonstrations, then the implementation team members are required participants in the on-site presentation of the software. Must be available the week of February 27 – March 2 for presentation.

o The proponent must provide a sample software license agreement, maintenance agreement, warranty terms and license fee with proposal.

2.0 END USER EVALUATION CRITERIA

2.1 Software Ability to Meet City Requirements
(See RFP Exhibit A-2 and Exhibit A-3)

a. Conformance with Technical Requirements Questionnaire and RFP Functional requirements

2.2 Quality of Work with Referenced Clients
(See RFP Section 1.4 - Proponent Information)

a. Experience in performing similar project implementation both in size and scope of services delivered.
b. Quality of product delivered for recently implemented business license solutions including scope, deliverables and outcomes.

2.3 Quality of Proposed Staff
(See RFP Section 1.4 - Proponent Information)

a. Proposed project staff's direct experience with similar business license implementation projects.
b. Number of similar project implementations by the project team

2.4 Ability to Meet City's Implementation Timeline
(See RFP Section 3.6 – Project Implementation)

a. Ability to effectively use best practices and the project management methodologies to meet project milestones and delivery dates.

2.5 Proposed Cost Summary
(See Exhibit A-1)

a. Proponent's ability to fully complete Exhibit A-1; and provide competitive and responsive bid.

3.0 REQUIREMENTS FOR THE NEW SYSTEM

3.1 Introduction

The purpose of this section is to describe the critical requirements of a new business license, taxation, and cashiering receipts software system for the City. Each proponent must address these critical requirements. Proponents may propose additional features and options not discussed herein. The City requests that proponents use these specifications to develop proposals within the guidelines set forth herein. The proponent's software must be able to support this workflow or the vendor should provide recommended changes to the workflow to accommodate their software. Each of these processes must be successfully demonstrated during the oral presentation.

3.2 User System Needs

o Interface with Oracle Financials to ensure posting to the City's financial system and limited batch processing.

o Robust Online customer service inquiry, renewal and payment options.

o Centralize cashiering and revenue reporting for all City business and alcohol licensing, excise taxes, and miscellaneous receipts for consolidated reporting.

o Must provide customer friendly reporting tool to allow integration with Microsoft Office, GIS and other desktop products.

o Provide dynamic work flow to allow end-users and customers control of renewal application process. Example: user should be able to back out unprocessed billing components, now currently performed by system administrator.

o Integrate with Microsoft email, send alerts, escalations and store electronic attachments documents from customers including federal and state tax returns, and application forms.

o Utilize NAICS code.

o Ability to maintain rates for monthly and annual revenue account types.

o Web based, Browser based or similar application to provide greater access from mobile devices to support field inspections and provide 24/7 online access.

o Deploy a wider range of printing options, batch printing mode and export solutions via Microsoft Windows based system as well as Microsoft Office Suite. Example: standard form letters, good standing, dunning, tax certificates, and final/closed forms.

o Streamline processes by automating current manual procedures between City departments to yield more efficient use of personnel resources and assets. See Exhibit Business Process Flow diagrams.

o Provide more robust and user defined management reports and trending analyses to support proactive managerial decision-making.

o Accommodate more flexibility in managing roles and responsibilities within the Finance Department responsibility matrix and hierarchy, security privileges, set-ups, and assigned approvers.

3.3 Training

Proposals must include all on-site training of end user and technical support personnel required for the implementation and use of the application and any proposed new systems software. Please describe the training that will be provided as part of the initial set-up. Please indicate the per hour cost for training beyond the initial setup. The costs reflected for training should include all travel and related expenses.

3.4 Application Instances

Proposals should include a separate and duplicate training and test and development environment to be used for City ongoing training and product test environments.

3.5 Cost Detail and Summary

The proponent must itemize all charges for software, software installation, on-site training, conversion, software customization, maintenance, licenses, and any other cost associated with the acquisition of the system which will meet the City's needs as outlined in the Exhibit A-2, Exhibit A-3 and Exhibit A-4 of this RFP. These detail costs must be submitted on the Cost Summary Form represented as Exhibit A-1 of this RFP.

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3.6 Project Implementation

The proponent must provide a detailed project implementation plan describing customer responsibilities and vendor responsibilities. The detailed project plan must describe all tasks associated with the implementation of the system, including a proposed timetable. (The project schedule must be provided in MS Project format). The Project Plan must detail appropriate process mapping from current (AS-IS) processes to the reengineered process resulting from system's functionality (TO-BE) and include resolutions for gaps identified in this mapping.

Implementation

- The scope of this project includes, but is not limited to the professional services to install and configure the Comprehensive System and System maintenance, as follows:
- A comprehensive hardware, software, network and architectural design that delivers the core system.
- The business and technical best practice design based on review of the existing process flow analysis from each department.
- An implementation strategy that ensures a smooth transition from the current system to the new system without interruption of business operations, loss of revenue, loss or duplication of data, and interruption of transaction flow. Describe the transition method (100% cutover, phased, parallel, or others) and address all the stages of the implementation from planning, through system setup, data import and go-live.
- Design and configure the software to deliver the full set of functionalities described.
- Convert the necessary existing data and assist in data cleanup.
- Develop the interfaces to interact with Oracle, Third Party GIS, credit card processors, and bank software.
- Unit testing, integration testing, system testing, and 90-day parallel testing of all procedures needed in Quality Assurance. Include stress/volume, performance, test plans, test data, and test scripts.
- Change control during all phases of implementation.
- Project management office that defines and maintains standards including project management policies, processes, templates, and methods.
- Business operations change management facilitation, with City as the lead, to increase buy-in from all departments.
- Knowledge transfer to City DIT staff during implementation and post go-live.
- Post go-live "lessons learned" and recommended next steps.
- Documentation, including but not limit to, system administration, user guidelines, training manuals, etc.

o   Training staff in use, administration and maintenance.
o   Contingency/fall-back plan that defines processes and procedures for the unlikely possibility of total failure where the new system proves unusable after deployment. The goal being restore old system environment with minimum interference to business operations.
o   Disaster recovery process, policies, and procedures for recovering the system (infrastructure and application) in the event of a catastrophe.
o   Nightly data backup; replicated environments for development and testing.
o   Annual production support and maintenance that includes trouble-shooting, upgrades and enhancements.
o   Suggestions on storage capacity management and growth forecasts. Recommended lifecycle for proposed system.

3.7   Technical Environment

The City will run the software locally on the City's network and will store and maintain the database locally. The City is not interested in an Application Service Provider solution.

3.8   Conversion Requirements

The City has used BLIS which operates on the OS390 mainframe platform with an IBM DB2 database since 1993. The data from specific Open, Final, and Closed accounts will be converted into the accepted software application. City of Atlanta will extract this data in an agreed upon format prior to migration and transmission to the new system. Pricing for conversion will also include the cost for converting business license, alcohol license fee, financial institutions, insurance, professional, alcohol excise tax, car rental excise tax, hotel/motel excise tax, wholesale malt tax, and wholesale spirit tax accounts four-year statute of limitations.

3.9   System Requirements (See Exhibit A-5)

The proposed software is required to run in a wide area network environment comprised of Windows Server 2008. Proposed software is also required to run on a browser based application but a client/server scenario is also acceptable. The server will be operating on the Windows 2008 server platform. Client computers attached to the network will be running the Windows XP/7 Professional operating system. All associated hardware should be available from local vendors and require no specialized configuration or additions to run the proposed client/server application.

The proposed software configuration should include the license costs to support one (1) centrally located network server and one hundred (30) concurrent users. If the proponent

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does not deem this the optimum network configuration for your RFP response, then please make a recommendation as to a better configuration. Each proponent must include licensing cost consistent with their network configuration recommendation.

Workstation and network hardware, printers, operating systems, database management system, cabling, and communications will be purchased independent of this RFP, and will be installed and functional at the time the proposed application is delivered.

The preferred database management systems are Oracle 11g Release 2 and Microsoft SQL Server 2008 is the second alternative. All the proposed software configurations should reference the current production version of the package as of the vendor response date. Connection to database using an older release of vendor client software should be prevented. Proposed client software must provide a user-friendly message and a clean exit when this occurs.

All processes such as database jobs, batch jobs, services and interfaces must create concise, comprehensible log files. The log files should document any errors encountered as well as major points reached in the process. All process failures or cancellations must generate automatic error notifications.

The software must be capable of integrating with the City's Geographical Information System (GIS). This system uses ESRI server and client software. This software consists of ArcGIS (version 10) as well as ArcIMS (version 9.3) map server. The ArcIMS map server currently serves as an intranet.

3.10 User Acceptance Testing prior to "Go Live"/Production

The selected proponent will provide the City with user acceptance testing (UAT) to include:

- o UAT procedures are documented with user signoff
- o UAT procedures are sufficiently detailed for any user to be able to perform
- o UAT must be traceable back to the original RFP/Questionnaire requirements
- o A mutually agreed upon time must be allotted in the implementation schedule for UAT
- o UAT documentation can be used as a training/process reference

3.11 User and Technical Documentation

The selected proponent will provide the City with user guide and technical documents to include:

- o A detailed user guide, both generic procedures and City specific
- o A detailed technical guide for administration
- o A detailed Entity Relationship Diagram

o   A detailed data dictionary

3.12   Requirements Questionnaires

Proponents must fill out the attached questionnaires (see Exhibit A-2 and Exhibit A-3) and include them as part of their proposal. These questionnaires outline both the generic features of a robust business licensing application (Exhibit A-2) and the critical functions within the City of Atlanta Office of Revenue (Exhibit A-3). Exhibit A-4 provides the detail of the Interactive Voice Response (IVR) components the City would like to implement.   Please provide a separate section to address the IVR requirement. Proposals will be evaluated based on the responses to these questionnaires and possible on-site demonstrations for those proposals deemed best qualified.   Proponents must be able to demonstrate each of the functionalities listed in Exhibit A-2 and Exhibit A-3 if selected for the Oral Interviews/Product Demonstrations during the week of, 2012. Failure to completely fill out these documents and the demonstrations will render your proposal non-responsive.

3.13   Re-Engineering Business Processes

The City will work with vendor to deploy business processes that are consistent with the system's functionality, meet best practice standards, and minimize customization including integration with City departments that require specific approvals for certain account types (Police, Fire, Zoning, Watershed Management, Transportation and Executive Offices).

EXHIBIT A-1

Proposal Cost Summary Form

The summary below reflects projected City costs for system acquisition and implementation. Supporting detail must be attached describing hourly rates, perform cost, projected expenses, licensing structure for each component, of both server and client software, discounts, and any other information that will result in a clear and concise understanding of the proposal. Maintenance costs are to be listed separately for each applicable component.

ITEM	COST
Software license(s)	_____
Hardware*	_____
Implementation Support	_____
Training and User Technical Documentation	_____
Travel Expenses	_____
Annual Maintenance and Support	_____
Conversion	_____
Other (Attach separate detailed analysis)	_____
TOTAL	_____

In submitting this proposal, I understand that the City reserves the right to reject any and all proposals. The undersigned further agrees that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between his or herself or any other interested party.

*The vendor has the option of including hardware costs as a part of their cost proposal.

Signature: Date:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE   _____ _____

                                             Printed Name:
_____ DAY OF _____, 20____

                                             _____

_____
NOTARY PUBLIC

My commission expires: _____

RFP QUESTIONNAIRE

GENERAL REQUIREMENTS

BUSINESS LICENSE/REVENUE TAXATION/CASHIERING RECEIPTS SOFTWARE

Proponents should review and respond to the following questions concerning the ability of their software to provide the functionality described/required by the following questions. At the end of each question indicate with a "Y" those that your software can perform or an "N" if your software is not capable of performing the function/requirement described. During the Oral Interviews/Demonstrations Phase, the City will randomly select functionalities that we will require you/your software to demonstrate.

1.0 SYSTEM SETUP/GENERAL REQUIREMENTS   Y/N

1. Does your software use Microsoft SQL Server 2005? _____
2. Does your software system provide the ability to designate a new business license with an applied status? _____
3. Does your software system provide the ability to assign one unique business license number per business? _____
4. Does your system must allow for multiple business licenses under one business license number? _____
5. Does your system allow for a business license number to be set up with multiple fees, taxes to include associated penalties with each:
    a. Business license fee; _____
    b. Business license fee and hotel/motel tax; _____
    c. Business license fee and alcohol tax; _____
    d. Alcohol and hotel/motel taxes; _____
    e. Police and fire permit fees. _____
6. Your system must allow for a business license number to be set up (flagged) as a non-conforming use. _____
7. Does your software system provide the ability to use auto complete when searching for a business name? _____
8. Does your software system provide the ability to list multiple addresses for each business? _____
9. Does your software system provide supplemental fields with a reasonable character field length to add comments regarding the account? (i.e. 20 is not a reasonable length). _____
10. Does your software system have the ability to lock:

    a. Confidential or sensitive fields such as SSN, Federal ID, and gross receipts? _____
    b. Certain data fields after entry to avoid being changed? _____
    c. An account? _____
    d. Attachments?

1.0 SYSTEM SETUP/GENERAL REQUIREMENTS (continued)   Y/N

1. Does your software system provide the ability for the users to assign various statuses as needed Example: active, inactive, hold, citation, enforcement, and change?

2. Does your software provide the ability to easily process name and/or address changes, and maintain a history of previous data?   ____

3. Does your software system provide set processing of a selected group of business license accounts to change the status, print documents, or add notes to each member of the set?   ____

4. Does your software system provide the ability to search for a business by the (Doing Business As) DBA name?   ____

5. Does your software system provide the ability to identify a "primary owner" business for multiple locations of the same business; Example: A convenience store chain with 10 locations?   ____

6. Does your system date stamp status changes and allow for reporting by status and date of status change?   ____

7. Does your software system have the ability to maintain "audit trail" fields in each database table including user ID, date and time created and date and time updated?   ____

8. Does your software provide the ability to track and identify why a business license is in a hold status. Examples: pending zoning approval and returned checks?   ____

9. Does your software system provide the ability to track in city, in county, out of county, and out of state locations for each business (without requiring a field extension to the NAICS code)?   ____

10. Does your software system provide the ability to track key days for each business such as opening, closing, status and license expiration dates?   ____

11. Does your software system provide the ability to track events including customer telephone calls and correspondences sent?   ____

12. Does your software system provide the ability to provide periodic reports on customer track multiple stickers and licenses such as vending machines and taxis?   ____

13. Does your software system have the ability to establish accounts for miscellaneous fees such as police and fire permits?   ____

14. Does your software accept foreign addresses?   ____

2.0 WORKFLOW/APPROVAL PROCESS   Y/N

15. Does your software system allow approvals to be processed by multiple
    users/departments (electronic approval process)?   _____
16. Does your software system allow for multiple approvals for changes made to an
    account (electronic approval process)?   _____
17. Does your software system notify (e-mail) users when an approval is waiting? _____
18. Does your software system provide the ability for the City to add approvals as
    needed?   _____
19. Does your software system allow approvers to assign pass/fail flags?   _____
20. Does your software system provide the ability to make comments in associated
    note fields for each area reviewed for approval?   _____

3.0 FORMS AND CORRESPONDENCE   Y/N

21. Does your software system have the ability to utilize Crystal Reports 9.0 or
    greater?   _____
22. Does your software provide the ability to create and print forms using the
    business's account information?
    a. Business license application?   _____
    b. Business license approval notification?   _____
    c. Business license renewal application?   _____
    d. Business license with second sheet for conditions?   _____
    e. Business license delinquent notifications?   _____
    f. Alcohol and hotel/motel taxes remittance invoice?   _____
    g. Alcohol and hotel/motel taxes delinquent notifications?   _____
    h. Others, please specify: _____.   _____
23. Does your software system provide the ability to scan documents and attach them
    to a specific license or tax account?   _____
24. Does your software system provide the ability to query the database and produce
    ad hoc reports?   _____
25. Does your software system provide the ability to print a screen from within the
    application?   _____
26. Does your software system have the ability to process mass mailings according to
    specific criteria? Examples: status, delinquent, balance due, and expiration date. _____
27. Does your software system provide the ability to define custom fields and formulas
    for tax remittance invoices?   _____
28. Does your software system provide the ability to create/print certified 10-Day
    Notice for payment of delinquent gross receipts (3 copies required)?   _____
29. Does your software system provide the ability to create/Print Court Citation for
    non-payment of delinquent gross receipts (3 copies required)?   _____
30. Does your software system provide the ability to maintain history of when notices
    were sent to a business and prompt/notify user when follow up is needed? _____
31. Does your software system provide the ability to create/print past due notices for
    all delinquent businesses?   _____
32. Does your software have the ability to store business licenses for previous years
    and print them as needed?   _____
33. Does your software have the ability to print conditions with a business license? _____

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34. Your software system must be able to produce the following **daily** dash board reports:
    a. daily cashiering receipts
        o Number of transactions processed daily by each user
            • broken down by business license, alcohol tax, hotel/motel tax, and all other miscellaneous categories
            • broken out by fees and penalties

    b. batch and division balancing
        o Each batch must balance at point of entry
        o **DAILY** final balancing report where we match up the sum of individual users against system total
    c. Revenue Collections
        o **MTD (month -to-date) delinquency report** of past due business license, alcohol license fee, financial institutions, insurance, professional, alcohol excise tax, car rental excise tax, hotel/motel excise tax, wholesale malt tax, and wholesale spirit tax by >30, >60, >90 day aging, by raw number and percentage
        o **MTD** Number of **field inspections** performed (system counts by documentation entered into system)
        o **MTD** Number of **inbound calls** to each employee (generated by system documentation)
        o **MTD** Number of **outbound calls** made by each employee (generated by system documentation)
        o **MTD** Number of business license, alcohol license fee, financial institutions, insurance, professional, alcohol excise tax, car rental excise tax, hotel/motel excise tax, wholesale malt tax, and wholesale spirit tax fee accounts in a **balance due** status by >30, >60, >90 day aging, by raw number and percentage
    d. Status Reports - number of business license, alcohol license fee, financial institutions, insurance, professional, alcohol excise tax, car rental excise tax, hotel/motel excise tax, wholesale malt tax, and wholesale spirit tax activities in the various status', by >30, >60, >90 day aging, by raw number and percentage (all **MTD**)

    Business License Only
    o Applied
    o Change
    o Denied
    o Gross Receipts Forms (GRF) in process
    o Hold
    o Pending

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3.0 FORMS AND CORRESPONDENCE (continued)

e. Status Reports - number of business license, alcohol license fee, financial institutions, insurance, professional, alcohol excise tax, car rental excise tax, hotel/motel excise tax, wholesale malt tax, and wholesale spirit tax activities in the various status', by >30, >60, >90 day aging, by raw number and percentage (all MTD)   _____

Business License Only   _____
o Applied
o Change
o Denied
o Gross Receipts Forms (GRF) in process
o Hold
o Pending

Business License, Alcohol License, Hotel/Motel Tax   _____
o Refund
o Balance Due

f. On-line Stats (all MTD)   _____
- How many renewals
- How many applications
- How many closures

g. Miscellaneous Reporting (all MTD)   _____
- Number of account closures entered
- Number of zero balance entries

35. Your software system must be able to produce the following **monthly** dash board reports:

    a. **YTD** (year-to-date) cashiering receipts   ____

      o Number of transactions processed daily by each user

           • broken down by business license, alcohol license fee, financial institutions, insurance, professional, alcohol excise tax, car rental excise tax, hotel/motel excise tax, wholesale malt tax, and wholesale spirit tax and all other miscellaneous categories

           • broken out by fees and penalties

    b. Batch and division balancing   ____

      o MONTHLY final balancing report where we match up the sum of individual users against system total

    c. Revenue Collections   ____

      o YTD/YOY (year-over-year) delinquency report of past due business license, alcohol license fee, financial institutions, insurance, professional, alcohol excise tax, car rental excise tax, hotel/motel excise tax, wholesale malt tax, and wholesale spirit tax accounts by >30, >60, >90 day aging, by raw number and percentage

      o YTD/YOY Number of field inspections performed (system counts by documentation entered into system)

      o YTD/YOY Number of inbound calls to each employee (generated by system documentation)

      o YTD/YOY Number of outbound calls made by each employee (generated by system documentation)

      o YTD/YOY Number of business license, alcohol license fee, financial institutions, insurance, professional, alcohol excise tax, car rental excise tax, hotel/motel excise tax, wholesale malt tax, and wholesale spirit tax accounts in a balance due status by >30, >60, >90 day aging, by raw number and percentage

    d. Status Reports - number of business license, alcohol license fee, financial   ____
institutions, insurance, professional, alcohol excise tax, car rental excise tax, hotel/motel excise tax, wholesale malt tax, and wholesale spirit tax activities in the various status', by >30, >60, >90 day aging, by raw number and percentage (all YTD/YOY)

      Business License Only   ____

      o Applied

      o Change

      o Denied

      o Gross Receipts Forms (GRF) in process

      o Hold

      o Pending

      o Refund

      o Balance Due

3.0 FORMS AND CORRESPONDENCE (continued)

      e. On-line Stats (all YTD/YOY) _____
- How many renewals
- How many applications
- How many closures

      f. Miscellaneous Reporting (all YTD/YOY) _____
- Number of account closures entered
- Number of zero balance entries

36. Does your software system produce delinquency work queues for:
    a. refunds and past dues by account aged >30, >60, >90 days _____
    b. Alcohol Tax and Hotel/Motel Tax that are delinquent from the previous quarter _____
    c. Gross Receipts Forms (GRF) in process ≤ 3 wks, > 3wks _____

4.0 FEE CALCULATIONS   Y/N

37. Does your software system provide the ability to calculate a business license fee according to NAICS codes? _____
38. Does your software system provide the City to add new NAICS code fees to the calculation tables? _____
39. Does your system allow for multiple rates for each NAICS Code (in city, in county, out of county)? _____
40. Does your software have the ability to apply different penalty rates and dates per fee/tax type within a business license? _____
41. Does your software system have to ability to calculate taxes and fees due based on a percentage of gross receipts and number of employees including penalty when applicable? _____
42. Does your software system provide the ability to charge a business for multiple types of fees and taxes (i.e. business license, hotel/motel tax, alcohol excise tax, etc.)? _____
43. Does your software system have the ability to split total payment and allocate credit application to business license fee, hotel/motel tax, alcohol excise tax, penalties, interest, etc? _____
44. Does your system allow for a grace period before a penalty is calculated? Example, business licenses expire on December 31 but do not become delinquent until April 1. _____
45. Does your software system have the ability to calculate cumulative percentage for **payment** amounts for monthly and/or quarterly periods? _____
46. Does your software system have the ability to calculate the cumulative **penalty** amount for monthly and/or quarterly periods? _____
47. Does your software system provide the ability to allow a business to pay today for a prior year and calculate the correct fee and penalty? _____
48. Does your software system provide the ability to maintain history of previous years NAICS codes used to calculate previous Business License fees? _____

4.0 FEE CALCULATIONS (continued)   Y/N

49. Does your software system provide the ability to produce a report showing all payment types received from one business? Example, will your system provide a report that shows the business license fee, alcohol excise tax, alcohol license fee, hotel/motel tax, etc., paid by a business?
    a. year-to-date   _____
    b. amount by quarter   _____
    c. historical payments by type   _____

50. Does your software have the ability to produce a per user nightly report of balances due and refunds?   _____

51. Does your software system provide the ability to identify accounts that require a refund or balance due?   _____

52. Does your software system have the ability to print receipts with description/comment fields?   _____

53. Does your software system have the ability to reprint receipts?   _____

54. Does your software system have the ability to void (limit users with ability utilizing security features) and re-enter when necessary and maintain a history of voids for reporting purposes?   _____

55. Does your software system provide the ability to maintain history of gross receipts entered for each business?   _____

56. Does your software system have the ability to verify that associated taxes and fees (alcohol license fee, wholesale malt, and wholesale spirits) have been paid before printing a business license?   _____

57. Does your software system provide the ability to keep track of all payments and adjustments over the lifetime of the business?   _____

58. Does your software system provide the ability to adjust the rate for the next year when a business with a current business license in city relocates out of city?   _____

59. Does your software system provide the ability to programmatically update the business license expiration date to last day of current calendar year when payment in full is processed?   _____

60. Does your software system provide the ability to manually override any expiration dates?   _____

61. Does your software system have the ability to adjust a payment after it has been posted (Limit users with security, track for reporting purposes, audit trail)?   _____

62. Does your software system provide the ability to issue a refund for over payments or payments made in error?   _____

63. Does your software system provide the ability to enter/maintain a "final" gross receipts when a business is closed, update the closing date and marking the license as inactive?   _____

64. Does your software have a fully functioning cashiering system, including cashiering and daily balancing processes and reporting which segregate totals to each payment component?   _____

65. Does your software system provide the ability to prepare a collection report of payments made each day, including payment totals at chart of account level for entry into our financial accounting system?   _____

4.0 FEE CALCULATIONS (continued) <div style="float:right">Y/N</div>

66. Does your software system have the ability to maintain a history of all transaction activity so that a supervisor could determine what was changed, who entered the change, and when it was done?   _____
67. Does your software system have the ability to report cash receipting by drawer?   _____
68. Does your software system provide the ability to track the date and the identity of the person that is receipting a payment?   _____
69. Does your software system allow the City to change tax and fee tables as needed?   _____
70. Does your software system have the ability to process and receipt miscellaneous fee amounts for various items?   _____
71. Does your software system provide the ability to associate over/under amounts to designated general ledger account numbers?   _____

5.0 AUDITING <div style="float:right">Y/N</div>

72. Does your software system provide the ability to set parameters that will provide a listing of businesses that need to be inspected or audited? (business workflow solution or module)   _____
73. Does your software system have the ability to allow for assessment of additional fees as a result of an audit?   _____
74. Does your software system readily identify accounts that have been audited?   _____
75. Does your software system have the ability to specify criteria used in generating an audit list?   _____
76. Does your software system have the ability to indicate how many records or percentage of all records that will be included in the audit list?   _____
77. Does your software system have the ability to refresh the audit list when the search criteria values change?   _____
78. Does your software system have the ability to restrict the audit list to licenses that have not been recently audited?   _____

6.0 INTERNET CAPABILITIES Y/N

79. Does your software system provide access to all business license and gross receipts, and renewal forms to businesses over the internet? _____

80. Does your software system provide for a secure interface for business license data so that only the business owner or authorized agent has access through authentication to the data? _____

81. Does your software system provide a secure online form for businesses to enter amounts, calculate license fees and print the completed documents without actually submitting them to the City's database? _____

82. Does your system prohibit the end users from changing the payment amount due calculated by the software system? _____

83. Does your software system provide the ability to a secure interface for businesses with the ability to submit a business license application/payment, gross receipts payment, and renewal forms over the internet? _____

84. Does your software system provide for a secure interface to accurately calculate the amounts on the gross receipts tax form and provide the business tax due for businesses paying over the internet? _____

85. Does your software system provide for a secure interface to accept payment of business license fees over the internet? _____

86. Does your software system provide for a secure interface to accept payment of other taxes and fees over the internet? _____

87. Does your software system provide the ability to allow for an individual business owner to view only their business information? _____

88. Does your software system provide the ability to allow the general public to inquire on a business name or address to determine if the business has a current business license? (Financial information cannot be displayed from this inquiry.) _____

89. Does your software system provide the ability to use mobile data terminals to access data and process transactions in the field? _____

90. Does your software system provide the ability to input business license data when in the field performing inspections, or enforcing collection procedures? (connected or disconnected database application) _____

91. Is the internet portion (website) of your software system 508c compliant? _____

7.0 INTEGRATION WITH OTHER SOFTWARE   Y/N

92. Does your software system provide the ability to interface/upload data from the City's GIS Database and Accela Permitting software?   ____

93. Does your software system provide the ability to link the physical location of the Business to the parcel identification number?   ____

94. Does your software system provide the ability to link the physical location of the Business to the council district number?   ____

95. Does your software system provide the ability to maintain a history of parcel and council district numbers for each Business if the Business moves?   ____

96. Does your software system provide the ability to pass data to GIS for display and subsequent printing of maps?   ____

97. Does your software system provide the ability to validate addresses, as they are entered, against official address data contained either in a table or in the GIS database?   ____

98. Does your software system have the ability to auto complete text for addresses from a list that the end user cannot edit?   ____

99. Does your software system provide the ability to maintain a history of council districts for each business when the business changes location?   ____

100. Does your software system provide the ability to identify an enterprise zone or tax allocation district for each business based on the business location?   ____

101. Does your software system provide the ability to maintain a history of business zones for each business when the business changes location?   ____

102. Does your software system provide the ability to identify additions and deletions to the business zone during a selected period?   ____

103. Does your software system provide the ability to post business license cash receipt payments to Oracle General Ledger module?   ____

104. Does your software system provide a way to verify that businesses have appropriate state licenses by accessing respective agencies or interfacing with other databases?   ____

105. Does your software system provide the ability to import data into an Excel spreadsheet?   ____

106. Does your software system provide the ability to import data into a Word document?   ____

107. Does your software system have the ability to interface with an electronic check system (Check 21)?   ____

108. Does your software interface with IVR (interactive voice response) system? (see Exhibit A-4 for general requirements of the system)   ____

8.0 CASHIERING WORK STATION CAPABILITIES – NON-BUSINESS AND EXCISE TAX TRANSACTIONS   Y/N

Interface or Reporting Alignment with Accounting System:

Does your software interface allocate receipts to a predetermined general ledger   chart of accounts?   _____

109. Does your software allocate receipts to general ledger accounts according to lockbox account origination?   _____

110. Does your software allocate receipts to general ledger accounts according to customer current and prior year debt payments.   _____

Cash Receipts:

111. Does your software receive and record receipts from multiple agencies?   _____

112. Does your software receive and record payments from cashier window and mail?   _____

113. Does your software receive, validate and record payments automatically from multiple bank lockbox files and can it reconcile lockbox receipts?   _____

Cashier Support:

114. Does your software receive cash?   _____

115. Does your software manage and assigns cash drawer?   _____

116. Does your software interface credit card payments directly into system?   _____

Reporting:

117. Does your software provide assignment and reconciliation reports?   _____

118. Does your software export report data?   _____

119. Does your software provide daily cash receipts reports by Cashier?   _____

120. Does your software provide reports with general ledger accounts?   _____

Peripheral Device Attachment:

121. Does your software have the ability to open the cash drawer device by electrical signal?   _____

122. Does your software display messages and customer totals by pole display device?   _____

123. Does your software print receipts to USB/Serial attached multi-part paper receipts printer?   _____

9.0 SOLID WASTE SCOPE OF SERVICES

124. Monthly Solid Waste Rate Audit/Changes Reports; Generating Receipt Reports IT; Database Back-Ups.
125. Generating Annual Billing Production File for Fulton County Solid Waste Bills.
126. Generating Annual Billing Production File for DeKalb County Solid Waste Bills.
127. Generating Annual Billing Production File for Tax-Exempt Solid Waste Bills.
128. Generating Annual Year-End Close Reports.
129. Billing Support Services

10.0LIEN MANAGEMENT SYSTEM

130. Develop a Lien Management System module inside the existing BCRS system to allow for automatic tracking and processing of parcels in lien status. The Lien System must allow the user to select the base population of parcels to be processed for liens according to the following sample criteria:

   - Remaining Balance and Aging
   - Payment Activity
   - Ability to exclude select accounts and account types

131. The Lien Management System module must provide on-demand printing of form letters and reports. Additionally, the system must allow progressive tracking of filed liens and payment activity.

11.0 FORMAL ON-SITE PRESENTATION REQUIREMENTS

132. If you are selected to provide a formal on-site presentation of your system to the City, you will be required to perform the following functions on your system using data provided by the City.
133. Set up the rate table for a NAICS code with rates for in city. ___ Y/N ___
134. Set up the rate table for payments for a new business license, renewal of a business license, hotel/motel tax, alcohol license fee and alcohol excise tax. ____
135. Set up the rate table for financial institution tax. ____
136. Set up rate table for org and object. ____
137. Demonstrate how the object codes in your system are mapped to a file that will be used to post to the City's general ledger software system. ____
138. Demonstrate how your system restricts access to fields and/or records. ____
139. Demonstrate the security features of your system by user. ____
140. Demonstrate how to set up the electronic approval process. ____
141. Demonstrate the electronic approval process for a new business license. ____
142. Demonstrate the electronic approval process for a business license with a change of address. ____
143. Demonstrate how your software system sets up parcel ids. ____

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144. Demonstrate how a business can be identified as non-compliant to regulatory requirements. ——

145. Demonstrate the mapping function of your GIS system by populating it with various businesses (any town, USA). ——

146. Establish a new business license account. ——

147. Establish a new business license with alcohol tax. ——

148. Demonstrate audit trails for any changes to customer accounts.

149. Demonstrate automated dunning letters for past due accounts.

150. Demonstrate how to create/attach import/export Microsoft attachments (Word, Excel, etc.) and email to customer accounts. ——

151. Demonstrate how external documents are scanned, captured, stored, indexed, attached to a customer's account at point of entry utilizing Optical Scanning Recognition or other scanning techniques. ——

152. Establish a new business license with alcohol tax and hotel/motel tax.

153. Establish a parent account with multiple sub-accounts for Professional Tax registration. ——

154. Establish police and fire permit fee. ——

155. Demonstrate how payments can be made online and the sequence for funding the settlements into City Bank account. ——

156. Process a payment for a new business tax account. ——

157. Process a payment for a business tax and alcohol tax accounts. ——

158. Process a payment for a business tax, alcohol tax, and hotel/motel tax account. ——

159. Process a payment for a parent account with multiple sub-accounts. ——

160. Process payments for police and fire permit fees. ——

161. Process a wholesale alcohol malt tax. ——

162. Demonstrate how your software system ability to generate past due reports for business license, alcohol license, etc. ——

163. Demonstrate the business license renewal process. ——

164. Demonstrate how your software system calculates a business license penalty. ——

165. Demonstrate how your software system calculates alcohol tax and hotel/motel tax. ——

166. Demonstrate how your software system calculates and processes the business license fee, hotel/motel tax, and alcohol tax with and without penalties on-line (via credit or debit card or ach transaction) ——

167. Demonstrate the ability to search for businesses on-line. ——

168. Demonstrate the ability of your system to calculate a business license fee on-line without processing a payment. ——

169. Demonstrate how your software complies with the requirements out lined in the Section 508 Accessibility guidelines. ——

170. Demonstrate how the payment history for a business will be maintained in your system and demonstrate how voided payments are reflected. ——

171. Demonstrate a report that can be produced that reflects the payment history for a business. This report must breakdown the types of fees or penalties paid. ___

172. Demonstrate how your software prints a business license with conditions. ___

173. If your system interfaces with an IVR system demonstrate how it interfaces and performs the functions outlined in the Exhibit A-4 section. ___

174. Demonstrate how your software accepts foreign addresses. ___

175. Demonstrate how your software can create a business tax audit account for general business licensing, hotel/motel, and tax by the drink. ___

176. Demonstrate how your software can select audits by business tax category (NAICS #, quadrant, and revenue reported). ___

177. Demonstrate how your software can produce a report that can identify business tax customers that have reported the same revenue for three years or more, ___

178. Demonstrate how your software can produce a report that can identify business tax customers that have reported a change in revenue by 25%, and/or reporting zero revenue for three years or more. ___

179. Demonstrate how your software can generate audit notification letters.

180. Demonstrate how your software can assign a business tax audit account to an auditor and produce a report of that information. ___

181. Demonstrate how your software can generate audit assessment notifications. ___

182. Ability to distribute payments based on predetermined posting rules for prior versus current year in order of administrative fine, registration, license fee, recovery charge, penalty, etc. ___

183. Review transactions associated with an amendment. ___

184. Ability to handle multiple due dates by account type (Ex. Professional renewal bill due 1/1; fail to pay due date 4/1) ___

185. Automated penalty assessment by account type and due dates ___

186. Ability to recalculate fees based on change in primary business activity

187. Demonstrate system ability to generate notice of referral of delinquent accounts to outside collection agency and/or credit bureau. _____

188. Demonstrate ability to maintain a record of each account reported to credit bureau for tracking purposes. _____

189. Demonstrate software system ability to identify customers who do not respond to dunning letters on timely basis. _____

190. Demonstrate automated alerts for write off of eligible accounts. _____

191. Demonstrate software system ability to apply collections received through City's collection effort as well as outside collection agency to customer's accounts. _____

192. Demonstrate ability to accept and match collection agency's invoices with City records. _____

193. Demonstrate system ability to maintain a suspense file of inactive (written off) delinquent accounts with ability to reactivate written-off accounts at a system user's request if account status changes. _____

194. Demonstrate exception reports automatically generated for delinquent accounts (EX. Report of Delinquent Accounts eligible for reporting not yet report; Collection Agency resolution percentages; etc.) _____

195. Demonstrate ability to distinguish between the different types of complaints such as Adjustments, Amendments, Finals, Components, Correspondence, Missing payments, Change of address; etc. _____

196. Demonstrate ability to assign, track and retrieve complaints.

197. Demonstrate ability to annotate accounts. _____

198. Demonstrate ability to allow Supervisors to manage workload by assigning calls to various staff members and notify Supervisors when issues have been resolved. _____

199. Demonstrate system ability to search to avoid duplication.

200. Demonstrate ability to record and view complete history of all customer interactions, including faxes, e-mails and phone calls for easy retrieval. _____

201. Demonstrate system's ability to track, retrieve and assign returned mail for research. _____

202. Demonstrate system ability to create system generated reports for research of returned mail. _____

203. Demonstrate ease of maintaining rate tables. _____

204. Demonstrate ease of maintaining rate tables.

CITY OF ATLANTA – OFFICE OF REVENUE
BUSINESS PROCESS REQUIREMENTS

TASK	YES or NO	COMMENTS
The following **Revenue Assurance** features were rated as ***MUST HAVE***:		
1. Print reports that identify customers that have reported the same revenue for three years, change in revenue by 25%, and/or reporting zero revenue for three years, etc.		
2. Create audit accounts for business license, hotel/motel, and tax by the drink. Franchise fee Customers, etc.		
3. Create audit accounts for outside vendors.		
4. Assign audit accounts.		
5. Generate audit notification letters. (1st, 2nd, and 3rd notifications)		
6. Generate audit assessment letters (i.e. findings).		
7. Enter audit findings		
8. Make audit adjustments.		
9. Ability to make notes on customer accounts.		
10. Track scheduling of audits.		
11. Provide an audit trail for changes to customer accounts.		
12. Print invoices for audit customers.		
13. Print dunning letters for past due accounts and mail out past due notices.		
14. Track audit status of the accounts.		
15. Indicate an audit has been closed.		
16. Create Ad Hoc Reports and Query		

TASK	YES or NO	COMMENTS
The following **Revenue Assurance** features were rated as ***WOULD LIKE TO HAVE*:**		
1. Attach audit files to each audit case (i.e. scan documents – (Excel spreadsheets) for each audit customer).		
2. Retrieve and/or print out a report of all accounts that are assigned to each auditor.		
3. Delete, cancel and note the status of an audit account after it has been assigned.		
4. Allows each user to create or run reports that indicate number of audits completed and amount of revenue billed as well as collected for each account.		
5. Print bills on demand (not in batches).		
6. Select audits by Business Category		
7. Select audits by Revenue Reported		
8. Select audits by City Quadrants		

TASK	YES or NO	COMMENTS
The following **Delinquent Collections** features were rated as ***MUST HAVE***:		
1. The system should identify delinquent customers account for reporting to the City of Atlanta collection division, collection agency, or credit bureau.		
2. The system should calculate outstanding balances, including interest, penalties, and administrative charge.		
3. The system should generate (include in demand letter) a notice to inform the customer of the referral of delinquent accounts to the City of Atlanta collection division, collection agency, and credit bureau.		
4. The system should maintain a record to each account reported to credit bureaus to allow tracking of referred accounts.		
5. The system should generate and transmit dunning letters to customers with past due business license accounts, etc.		
6. The system should identify customers who do not respond to dunning letters within a specified time.		
7. The system should track demand letters and customer's responses.		
8. The system should provide automated support to collection process; support should be provided for activities such as contacting a delinquent customer by phone, documenting contact with a delinquent customers and the results; documenting installment payments, rescheduling agreements, and ebt compromise; generating management report and tracking the performance of individual department collectors.		
9. The system should have an automated system to identify accounts eligible for Write-off.		

TASK	YES or NO	COMMENTS
10. The system should generate written notification to the delinquent customer that include the following:		
a. The nature and delinquent amount		
b. An offer to enter into a written repayment agreement with the City of Atlanta.		
11. The system should identify at the end of the notification period, a delinquent customer who remains delinquent and is eligible for referral.		
12. The system should update new delinquent amount, decrease previously reported amount or delete previously reported.		
13. The system should apply collections received through the City of Atlanta's collection effort or collection agency to the customer's account.		
14. The system should sort and group delinquent accounts based on type of delinquency and age account?		
15. The system should document that delinquent accounts have been referred to the collection agency.		
16. The system should record receipts remitted to the collection agency that were previously forwarded to the agency.		
17. The automated system should accept and match collection agency invoices with the City of Atlanta's records.		
18. The system should request, reconcile, and record returned accounts from the collection agency.		
19. The system should interface with the core financial system to record collections processed through the collection agency or various City of Atlanta's departments.		

TASK	YES or NO	COMMENTS
20. The system should support identification of accounts to be referred to counsel for filing proof of claim based on documentation that a customer has declared bankruptcy.		
21. The system should maintain a suspense file on inactive (written-off) delinquent accounts.		
22. The system should reactivate written-off accounts at a system user's request if the account status changes.		
23. The system should provide at least standard management control/activity information; the standard management control/activity summary tracks the status of all referral activity including initial referrals, status update and account balance updates. Separate and summary lists are produced for individual and total reporting and referral activity.		
24. The system should provide exception information; the exception summary highlights in referral process. Examples of subject periodic exception information include.		
a. Delinquent accounts eligible for reporting that have not been reported,		
b. Defaulted rescheduled delinquent accounts,		
c. Account referral that cannot be processed,		
d. Collection agency resolution percentage		
e. Delinquent accounts without activity for a long period of time that have not been written-off.		

TASK	YES or NO	COMMENTS
25. The system should provide trend analysis/performance information. The trend analysis/performance summary highlights the effectiveness of different delinquent accounts collection techniques over time.		
26. The system should provide collection agency information. The collection agency compensation summary provides monthly account analyses to calculate, track, and verify compensation. This information assists in verification of invoices received by the collection agency.		
27. The system should interface with the electronic file sent by the bank such as lockbox receipts information.		
28. The system should identify accounts that meet the lien criteria and generate a report.		

TASK	YES or NO	COMMENTS
The following **Payment Processing** features were rated as ***MUST HAVE:***		
1. Accepts and Reports various payment types including but not limited to: Cash, Checks, Credit Cards (All Major Types), Web, and Lockbox.		
2. Produces Payment Reports for Each Cashier Closeout.		
3. Produces Allocations, Undistributed and Unallocated Payment Reports.		
4. Produces Periodic Payment/Activity Reports – Daily, Weekly, Monthly, Quarterly, Annually, and Comparatives.		
5. Reversal of Returned Items and Charging Fees using Built in Fee Calculation Table.		
6. Updates customer's payments in Real Time.		
7. Processes Checks and Payment Coupons using MICR/optical scanner technology.		
8. Interfaces cash receipts to Oracle General Ledger.		
9. Ability to apply multiple payments to same customer account by different cashiers.		
10. Ability to research payment application using account number or customer name or amount, or date.		

TASK

The following Payment Processing features were rated as **WOULD LIKE TO HAVE**:	YES or NO	COMMENTS
Accepts and Reports IVR payment types		
The following **Customer Service** features were rated as *MUST HAVE*:		
1. Customer service complaints/inquiries module for business license, solid waste, and other accounts.		
2. The ability to distinguish between the different types of complaints/inquiries: *Adjustments, Amendments, Finals, Components, Correspondence, Missing payment/misapplied payments, Change address, etc.*		
3. Create and assign tracking codes for each complaint/inquire.		
4. Automated letters communicating status of complaint progress to customers.		
5. The ability to update and modify account information on existing accounts.		
6. The ability to assign, track and retrieve complaints.		
7. System generated reports for outstanding, resolved complaints.		
8. The ability to flag return mail within system.		
9. The ability to track, retrieve and assign return mail for research.		
10. Ability to create system generated reports for research of return mail.		
11. Ensure complete customer information by setting mandatory fields and maintain accurate customer lists with duplicate record checking.		
12. Record and view a complete history of all customer interactions, including faxes, e-mails and phone calls for easy retrieval.		
13. Store all contact details, including		

multiple phone numbers and e-mail addresses.		
14. Capable of sending out single letters, set up form letters, manage group mailing.		
15. Track all single letters and group mailings contact activity history.		
TASK	**YES or NO**	**COMMENTS**
16. System search to avoid duplication.		
17. Query options: business name, business name, address, account number, parcel number, and case number.		
18. Ability to automatically assign as well as manually assign delinquent accounts to collectors.		
19. Provide work queue for collectors and automatically updates with delinquent accounts.		
20. Ability to annotate accounts.		
21. Allows customers to not only report issues directly to the system, but to look up answers to questions on their own, and check the status of previously reported issues.		
22. Customers can receive confirmation that their issue is being processed as well as receive e-mail confirming when the issue has been resolved.		
23. System should allow user to query various accounts just in case customer does not have the invoice and/or account number.		
24. Customers and staff can use free text queries to search custom knowledgebase of support information. Knowledgebase can be made of previously resolved issues, company notes and memos, common procedures, etc.		
25. Allows supervisor assign calls to various staff members.		
26. Include a complete history of all interactions across inbound/outbound calls, e-mails, written correspondence,		

TASK	YES or NO	COMMENTS
visits, meetings and demonstrations.		
27. Notify supervisor when issue is resolved.		
TASK	YES or NO	COMMENTS
The following Customer Service features were rated as **WOULD LIKE TO HAVE**:		
1. Automatic dialer (IVR) to dial telephone number on account and displays customer account information on CSR or Collector's screen.		

TASK	YES or NO	COMMENTS
The following **Business License** features were rated as *MUST HAVE*:		
1. Ability to create various types of accounts general, professional, hotel/motel, tax by the drink etc.		
2. Ability to create and assign one account number but multiple types of accounts for one customer.		
3. System must be able to calculate using various algorithms based on type of account and ordinance requirements.		
4. Ability to interface with Accela to electronically submit and retrieve business tax applications for zoning approval.		
5. Enter Business License data components of completed renewals and have ability to update name and billing address changes.		
6. Bill customers for reported gross receipts and number of employees.		
7. Generate a renewal notice in 7 or 10 days.		
8. Print renewal applications.		
9. Assign a License Code Compliance Investigator (LCCI) to an account as needed.		
10. Ability to change business location in the system after zoning approval.		

TASK	YES or NO	COMMENTS
11. Print Failure to File Report as needed.		
12. Print Non-Renewal Account List as needed.		
13. Post memo notes to accounts.		
14. Automatically make adjustments to customer's files to update their accounts.		
TASK	**YES or NO**	**COMMENTS**
15. Assigns reports to LCCI to conduct field inspection.		
16. Ability to issue a Notice to comply with licensee.		
17. Prints an Investigator's Daily Report.		
18. Prints Weekly Summary Report of Investigator's Activity.		
19. Prints Weekly Summary Reports for expirations of Notices to Comply.		
20. Prepares and prints a Citation for Noncompliance.		
21. Identifies whether to charge flat administrative fee of $100 or to request licensee to appear in court.		
22. Assigns a docket number.		
23. Provide daily report to reflect deposited checks recorded to General Ledger.		
24. Assign and remove enforcement codes.		
25. Create Ad Hoc Reports and Query.		
26. Interface with Accela to validate street addresses.		
27. Real time posting of payments/NSF to customer's account.		

TASK	YES or NO	COMMENTS
28. Provide audit trail of all changes to customer billing information.		
29. Calculate interest and penalties on delinquent accounts.		
30. Automatically reverse all transactions generated as a result of posting a check which is returned for insufficient funds.		
31. Allow for foreign mailing addresses.		
32. Post to appropriate accounts receivable and general ledger accounts.		
33. Maintain current billing rate tables and archive by year.		
TASK	**YES or NO**	**COMMENTS**
34. Maintain a minimum of 4 years of data; ability to archive data older than 4 years and closed accounts.		
35. Create, assign and manage enforcement cases.		
36. Create, assign and manage leads. (Unlicensed Businesses)		
37. Manage return mail.		
38. Ability to assign a financial institution account to an account specialist.		
39. Preview projected bill calculations		
40. Create a file for each financial account.		
41. Print a daily report for financial institutions.		
42. Allows user to query information for researching customers to determine nature of payment, if account information is missing from source document.		
43. Create hotel/motel accounts.		
44. Generate & Print hotel/motel coupons.		
45. Generate & Print reports for all hotel/motel accounts.		
46. Prepare a Daily Report for all deposited checks.		

TASK	YES or NO	COMMENTS
47. Ability to establish new accounts and to assign SIC and or NAIC codes in the database.		
48. Provide customers with Domestic Partnership Certificate.		
49. Identify through the Department of Planning and Community Development, Bureau of Buildings, and Zoning Division approval of business license locations.		
50. Generate bills/invoices on demand.		
51. Prepare a payment card to process application fee.		
52. Prepare Temporary Business License.		
TASK	**YES or NO**	**COMMENTS**
53. Prepare and print temporary permit (printed in duplicate) to operate Off Street Parking.		
54. Identify and track customers with credit balances.		
55. Provide audit trail of refund credit balance. Ability to generate refund if credit balances have been validated and refund requested.		
56. Updates system to show refund has been issued.		
57. Records and updates system for request and findings on memo log.		
58. Updates customer component information to reflect amendment.		
59. Generates new bill after changes have been made.		
60. Ability to print changes so that amended bills are forwarded to customer.		
61. Assigns adjustment to designated staff with adjustment authority.		
62. Process adjustments for customer's accounts.		
63. Generates bill for net increase.		
64. Accurately compute Business License outstanding balance.		
65. Ability to update customer account to show "Bankruptcy" and "Freeze" account status.		
66. Renders account dormant and generates appropriate Bankruptcy letter		

TASK	YES or NO	COMMENTS
depending on type of Bankruptcy (Chapter 7, Chapter 11, and Chapter 13).		
67. Generates a Bank Report showing Bankruptcy customer information and filing date.		
68. Ability to forward bankruptcy letter and new business license application with return envelope to licensee.		
69. Ability to create a new business license account, if not a Chapter 7 bankruptcy. If Chapter 7 Bankruptcy, request for new business license is denied.		
TASK	**YES or NO**	**COMMENTS**
70. Create Ad Hoc Reports and Query.		
71. Ability to export reports to Excel as well as email reports.		
72. Interface with Oracle Accounts Receivable		
73. Process Online renewals.		
74. Ability to accept Online Payments		
75. Create reports via Crystal Reporting or Envision		
76. Ability to capture business applications, renewals, coupons etc. at point of entry and populate related fields on customer accounts utilizing Optical Character Recognition (OCR) and/or Bar Code Recognition		
77. Ability to store captured business applications, renewals, coupons, correspondence, etc. to customer account files		

TASK	YES or NO	COMMENTS
The following **Business License** features were rated as ***WOULD LIKE TO HAVE***:		
1.Interface system with Police Department.		
2.Application should be browser based to allow remote access		

IVR System General Requirements

The IVR system the City plans to use will possess the following attributes:

- This Interactive Voice Response (IVR) system allows customers with a touch-tone telephone to retrieve automated account information 24 hours a day, 7 days a week by calling a specified phone number.

- Users can check the status on information such as their license expiration date, renewal amount, payment information, and any penalty fees that are owed. Users can also check to see when renewal mailings will occur and retrieve any public information about upcoming changes in regulations, fees, or public hearings. During business hours, users with more complex questions easily can transfer to office staff for additional assistance.

- A payment processing function will enable the City to accept credit card and/ or e-check payments via the IVR system. Callers are able to pay fines, fees, or other charges associated with their account.

- This service must be available for both English and Spanish speaking customers using the same access phone number.

1. **Does your software have built in IVR system?**   YES _____   NO_____
2. **Will your software be compatible with an IVR System that has capabilities listed above?**   YES _____   NO _____
3. **Do you recommend a particular IVR system To compliment your software?**   YES _____   NO _____
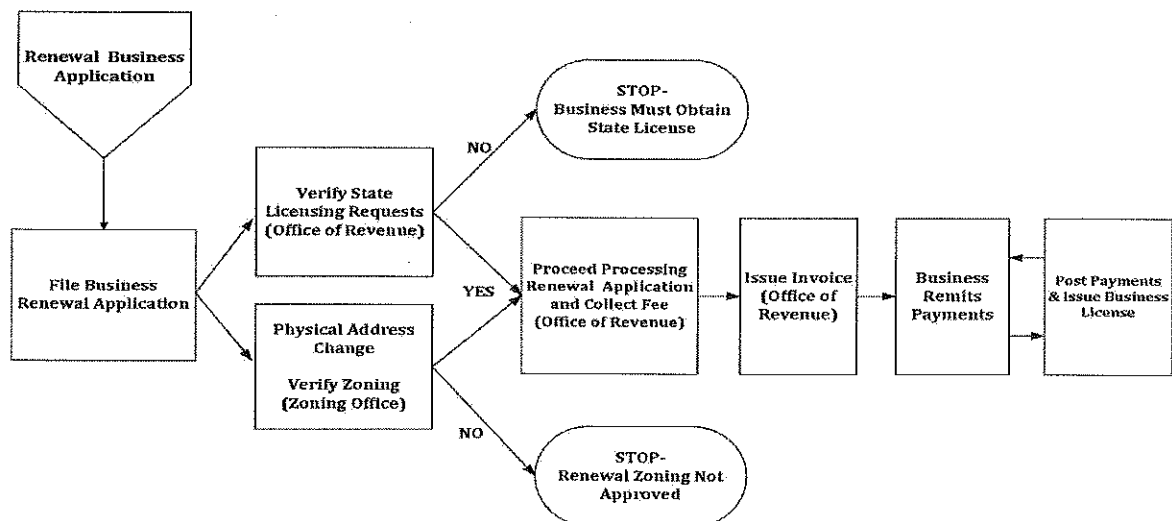
System Requirements

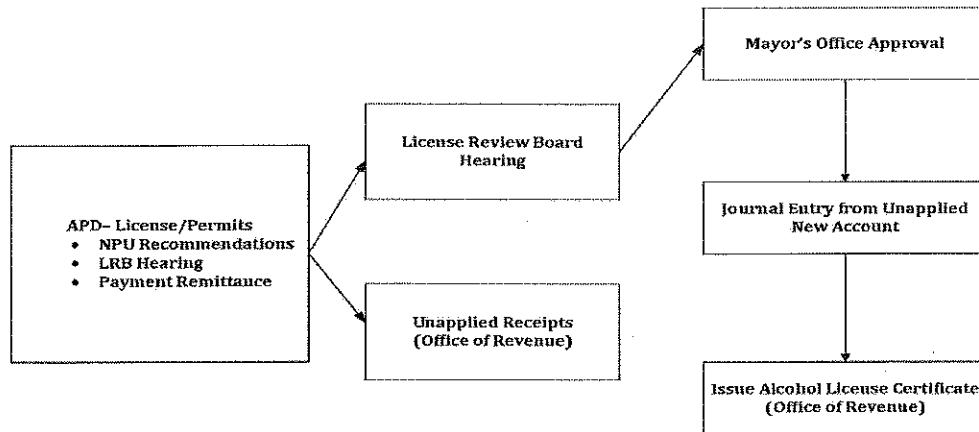| Platform	Windows server 2008 (64 bit)	
Database	Oracle 11g	SQL Server 2008 (alternate)
Users	100	
Web Browser	IE 7	
Software	ARCGIS version 10	
	Arc IMS version 9.3	
Desktop	Windows XP	
Data Retention	4 years	
Anti Virus	McAfee EPO 8.7	
Reporting tool	Crystal Reporting XI	Cognos (alternate)
Email	Microsoft Exchange for SMTP communication	

City New Business License
Business Process Flow

```
New Business
Application
(Office of Revenue)
        |
        v
File New Business
Tax Application
(Office of Revenue)
     /        \
    /          \
Verify Regulatory        Verify Zoning
Permits Licensing        (Zoning Office)
Requests
(Office of Revenue)
    |  NO                    |  NO
    v                        v
-STOP-                   -STOP-
Business Must Obtain     Zoning Not Approved
State License
Regulatory Permits

   YES -->  Proceed Processing New      -->  Issue Business License
            Application and Collect Fee       Fees Paid in Full
            (Office of Revenue)
```

City Business License Renewal
Business Process Flow

```
Renewal Business
Application
        |
        v
File Business
Renewal Application
     /        \
    /          \
Verify State            Physical Address
Licensing Requests      Change
(Office of Revenue)
                        Verify Zoning
                        (Zoning Office)
    |  NO                    |  NO
    v                        v
STOP-                    STOP-
Business Must Obtain     Renewal Zoning Not
State License            Approved

   YES -->  Proceed Processing  -->  Issue Invoice  -->  Business   -->  Post Payments
            Renewal Application       (Office of          Remits          & Issue Business
            and Collect Fee           Revenue)            Payments        License
            (Office of Revenue)
```

44

City New Alcohol License
Business Process Flow

```
APD- License/Permits          License Review Board          Mayor's Office Approval
• NPU Recommendations         Hearing
• LRB Hearing                                               Journal Entry from Unapplied
• Payment Remittance                                        New Account

                              Unapplied Receipts
                              (Office of Revenue)            Issue Alcohol License Certificate
                                                             (Office of Revenue)
```

City Alcohol License Renewal
Business Process Flow

```
Alcohol Renewal Applications                               Issue Alcohol Refund
& Payments Mailed from                                     (Office of Revenue)
Atlanta Police Department

                                                           Application Denied
                                              NO           (APD - License/Permits)

                              Renewal Application Review
                              (APD - License/Permits)
Alcohol Renewal Application                   YES          Application Approved
& Payments Received                                        (APD - License/Permits)
(Excise Tax Group - Office of Revenue)

                              Checks/Funds Processed
                              (Payment Processing -
                              Office of Revenue)            Issue Alcohol License
                                                           Certificate
                                                           (Office of Revenue)
```

45

City Payment Process
Business Process Flow

```
┌─────────────────────┐      ┌─────────────────────┐      ┌─────────────────────┐
│ Lockbox:            │      │ BLIS & BCRS         │      │ Business License:   │
│ Bank Sanitation     │◄─────│ Invoices Issued     │─────►│ Web Payments &      │
│ (931695, 931474)    │      │ to Customers        │      │ Registrations       │
│ Business License    │      │                     │      │ (Transactis)        │
│ (932053)            │      │                     │      │                     │
└─────────────────────┘      └─────────────────────┘      └─────────────────────┘
         │                             │                            │
         ▼                             ▼                            ▼
┌─────────────────────┐      ┌─────────────────────┐      ┌─────────────────────┐
│ Payment File to     │      │ Cashier Accepts     │      │ Payment File to DIT │
│ DIT for Download    │      │   • Cash            │      │ for BLIS Downloads  │
│                     │      │   • Checks          │      │                     │
│                     │      │   • C/C             │      │                     │
└─────────────────────┘      └─────────────────────┘      └─────────────────────┘
      │        │                   │         │                      │
      ▼        ▼                   ▼         ▼                      ▼
```

| BLIS Applies Payments to Customers Account | BCRS Payments Applied to Customers Account by Payment Processing | Payments Applied to BLIS for Business License Customers | Payments Applied to BCRS for Sanitation & Miscellaneous Customers | BLIS: Applies Payments to Customers Accounts |

| Payment Reports & Allocations for GL Generated | Fund Summary & Payment Reports are printed by each cashier | Fund Summary & Payment Reports are printed by each cashier | REPORTS: BLISAR 07, 08, CREM, Allocation Report for GL Manual Posting |

FIRM NAME

_____

ADDRESS

_____

_____

_____

Signature of Principal

_____

Title

_____   _____

Phone Number   Date

EXHIBIT B
(Items to be included in Final Agreement)

STATEMENT OF WORK

1. **Master Technology Agreement**

2. **Performance Schedule**

3. **Description of Services**

4. **Provider Key Personnel**

5. **Key Subcontractors**

6. **Milestone Schedule**

7. **Design, Functional, and Operational Specifications**

8. **Service Location**

9. **Acceptance Testing Procedure**

EXHIBIT C

DEFINITIONS

When used in the Contact Documents, the following capitalized terms have the following meanings:

"Applicable Law" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments, including those which specifically relate to: **(a)** the business of City; **(b)** the business of Provider or Provider's subcontractors; **(c)** the Agreement and the Contract Documents; or **(d)** the performance of the Services under this Agreement.

"Charges" means the amounts payable by City to Provider under this Agreement and any Statement of Work or Software Order Form.

"City Security Policies" means the policies set forth in **Exhibit E**.

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Confidential Information" means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party's past, present or future business activities or operations, now known or later discovered or developed, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this Agreement, including: **(a)** all information of a Party to which the other has had or will have access; **(b)** all information of a Third Party, including customers and suppliers; **(c)** all information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and **(d)** all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: **(a)** subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; **(b)** publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; **(c)** rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; **(d)** already in the receiving Party's possession and lawfully received from sources other than the disclosing Party; **(e)** independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or **(f)** approved in writing for release or disclosure without restriction by the disclosing Party.

"Contract Documents" include this Agreement and the exhibits, appendices and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Deliverables" means the tangible and intangible materials required to be delivered by Provider to City pursuant to this Agreement and any applicable Statement of Work.

"Documentation" means all information, data, descriptive materials, Software source code, technical materials, all approved specifications, Service Level descriptions and details, operational, functional and supervisory reference guides, manuals and all other information, in whatever form and regardless of the media on which it may be contained, stored or transmitted, which is developed, prepared, provided, used or otherwise available by or from Provider or Provider's suppliers, in connection with and applicable to the provision, use, operation and support of the Software and Services hereunder.

"Facility" or "Facilities" means the physical premises, locations and operations owned or leased by a Party and from or through which Provider will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Intellectual Property Rights" shall mean, on a worldwide basis, any and all now known or hereafter rights associated with works of authorship or creation, including: **(a)** rights of copyright, moral rights and mask work rights; **(b)** trademark and trade name rights and similar rights; **(c)** trade secret rights; **(d)** patents and other patent rights; **(e)** other rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; **(f)** all other intellectual and industrial property rights of every kind or nature and however designated, whether arising by operation of law, contract, license or otherwise; and **(g)** all national, foreign and state registrations, applications for registration and all renewals and extensions thereof (including any continuations, continuations-in-part, divisional, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations of any rights relating thereto; and to settle and retain proceeds from any such actions).

"Losses" shall mean all losses, liabilities, damages, demands and claims, and all related costs and expenses (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) incurred in connection with, arising from or caused by this Agreement or the performance or failure of performance of any of the obligations or requirements of this Agreement.

"Master Maximum Payment" means the aggregate compensation agreed to by the Parties under the Agreement.

"Party" or "Parties" means City and/or Provider.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors,

administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

"Personal Data" means data which relate to a living individual who can be identified: **(a)** from those data or **(b)** from those data and other information which is in the possession of, or is likely to come into the possession of Provider, and includes any expression of opinion about the individual and any indication of the intentions of Provider or any other person in respect of the individual.

"Provider Personnel" means and refers to Provider employees or subcontractors hired and maintained to perform Services hereunder.

"Requirements" means and refers to any and all documentation, conditions, considerations and other criteria, terms or conditions that Provider has agreed in this Agreement or any Statement of Work to provide or comply with in providing Services and otherwise performing Provider's obligations specified in this Agreement or any Statement of Work, including all representations, warranties, Service Levels and other specifically identified requirements applicable to a Statement of Work (*e.g.*, functional or operational), as well as all Documentation delivered by Provider as required by a Statement of Work during the course of performing the Services and obligations in accordance with and as contemplated by the specific terms and conditions of this Agreement.

"Service Level" means and refers to the specific level of performance Provider is required to comply with and adhere to in providing the Services in conformity with the Requirements and which meet or exceed the quantitative and qualitative Service Levels, if any, set forth in a Statement of Work.

"Services" includes the services, functions, responsibilities, activities, tasks, Work Product and projects to be performed and developed by Provider as set forth in this Agreement and any Statement of Work or Software Order Form.

"Software" means the software described in any Software Order Form or Statement of Work, including all Updates and Upgrades thereto unless expressly excluded in the applicable Statement of Work, in whatever form or media, including the delivered tangible media upon which any of the foregoing are recorded, stored, transmitted or printed and used to provide the Services. References to Software shall be deemed to include the corresponding Documentation for such Software unless otherwise specifically provided.

"Third Party" means a Person other than the Parties.

"Third Party Claim" means any claim, demand, action, cause of action or other proceeding asserted by a Person other than a Party or such Party's affiliates, whether by legal process or otherwise.

"Third Party Works" means any material created or supplied by a third Party.

"Work Product" means any work product, creation, material, software, computer programs, images, audio, video or other items including all Deliverables and Documentation created by Provider or Provider Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual

property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.

EXHIBIT D

AUTHORIZING LEGISLATION

Included in Final Agreement

EXHIBIT E

CITY SECURITY POLICIES

Included in Final Agreement

]

City of Atlanta

User Acceptance

Project Name: **Date:** May 7, 2012

Fund Account Center:

Description of Work Completed

_____   _____
Approval Signature   Date

_____   _____
Print Name   Print Title

EXHIBIT G

DISPUTE RESOLUTION PROCEDURES

1. If Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Provider's claim, provide written notice of its claim to City. If Provider fails to give timely notice as required by this subsection or if Provider commences any alleged additional work without first providing notice, Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Provider's written notice to City is required under this subsection, Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

3. If a dispute or disagreement cannot be resolved informally Provider Authorized Representative and City Authorized Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

4. If City and Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS

CITY OF ATLANTA

MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer
      Department of Procurement

FROM: Hubert Owens, Director
      Mayor's Office of Contract Compliance

RE: **SBE Bid Documents for Project No.: FC - 5966 – Business
           License, Revenue Taxation, and Cashiering Software**

DATE: May 10, 2012

The SBE bid documents with project specific availability for Project No.: FC - 5966 – Business
License, Revenue Taxation, and Cashiering Software are enclosed. The entire OCC
package, which includes the project specific availability for the above referenced contract, must
be included in the bid documents. Please note that the enclosed package is solely for this project.

If there are questions, please contact me at (404) 330-6010, or **Angela Snead** at (404) 330-
6577.

cc: File
       Wendell Bryant, DOP

May 10, 2012

RE: Project No.: FC – 5966 – Business License, Revenue Taxation, and Cashiering Software

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with the program requirements at or prior to the time of Bid opening, or upon request by OCC.   Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: http://ecfr.gpoaccess.gov and choosing "Title 13- Business and Credit" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

Table of Contents

SUITE 1700

Kasim Reed
Mayor

55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

CITY OF ATLANTA

SMALL BUSINESS ENTERPRISE

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.

Implementation of SBE Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* SBE or other acceptable certification number, and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* SBE or other acceptable certification number, and supplier id number

Determination of Good Faith Efforts During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the requirement of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following:

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBE1.

2. Outreach Efforts Documentation. Each Bidder shall submit with her/his Bid written documentation demonstrating the Bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.

3. SBE Project Participation Plan. Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, certification number of each business, and any other information requested by the Office of Contract Compliance. In order for the Office of Contract Compliance to officially consider a firm to be an SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the proponent's bid submission.

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBE Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance

The City of Atlanta will keep a running tally of actual gross receipts attributed to the DBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to DBEs if applicable. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Deborah Lum
Manager, One Stop Services
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 658-6312

Small Business Enterprise Goals for this Project

Project No.: FC - 5966 – Business License, Revenue Taxation, and Cashiering Software

The Small Business Enterprise goals for the trade categories listed in this project are:

35.0% SBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Small Business Enterprise Program Reminders

1.   <u>Subcontractor Certification.</u> It is the prime contractor's responsibility to verify that SBEs included on their SBE Project Participation Plans are certified with the City of Atlanta's Office of Contract Compliance by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUBZone firm.

2.   <u>Reporting.</u> The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.

3.   <u>Subcontractor Contact Form.</u> It is <u>required</u> that bidders list and submit information on <u>all</u> subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.

4.   <u>SBE Ordinance.</u> The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

5.   <u>Supplier Participation.</u> In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of a firm's revenue or employee size with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBE-2 and SBE-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

_____

Signature of Attesting Party

_____

Title of Attesting Party

On this _____ day of _____, 20___, before me appeared _____, the person who signed the above covenant in my presence.

_____

Notary Public

Seal

FORM SBE-1

8

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both SBE and Non-SBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

FORM SBE-2 (Page 1 of 2)

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: SBE - Small Business Enterprise,

Company Name: _____   Project Name: _____   FC#: _____

Signature: _____   Date: _____

(Please Print Signature)

***Note: COA M/FBE certification or DBE Certification does not count for SBE program goals. Firms Must Be Certified as SBE By COA OCC

FORM SBE-2 (Page 2 of 2)

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority Owned and Small Business Enterprise (SBE) subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of SBE Ownership	SBE Certification No. and Expiration Date	Dollar ($) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Total SBE%

(***Note... EBO or DBE certification does not qualify for SBE projects. Proponents must provide copies of subcontractors current certification)

Proponent's Co. Name: _____ Project Name: _____ FC#: _____

Proponent's Contact Number: _____ Signature: _____ Date: _____

(Please Print)

SBE-3

FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Deborah Lum of the Atlanta Workforce Development Agency at (404) 658-6312. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

FIRST SOURCE JOBS INFORMATION FORM

Company Name: _____

FC Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with the City of Atlanta:

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone: _____

FORM 4

12

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

_____

This_____ day of_____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.

- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.

- The contractor shall make good faith effort to reach the goal of this employment agreement.

- Details as to the number and description of each entry level job must me provided with the bid.

- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.

- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.

- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance

- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.

- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

_____
Contractor

FORM 5

13

APPENDIX B

INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-5966, Business License, Revenue Taxation, and Cashiering Software

A.   Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1.   Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2.   Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i)   Best's Rating not less than A-,
- ii)   Best's Financial Size Category not less than Class IX, and
- iii)   Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv)   All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3.   Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4.   Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

> Enterprise Risk Management
> 68 Mitchell St. Suite 9100
> Atlanta, GA 30303
> Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5.   Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to   bind coverage as required and to execute the Acord Certificates of Insurance as evidence   of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6.   Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7.   Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8.   Additional Insured Endorsements – Form CG 20 10 (11/85) or its equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement (Form CG 20 10 (11/85) or its equivalent) evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9.   Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10.   Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11.   Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B.   Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . . . **Statutory**
Employer's Liability:
Bodily Injury by Accident/Disease   **$500,000 each accident**
Bodily Injury by Accident/Disease   **$500,000 each employee**
Bodily Injury by Accident/Disease   **$1,000,000 policy limit**

C.   Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **$1,000,000 per occurrence subject to a $2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

☒   Contractual Liability
☒   Premises Operations
☒   Personal Injury
☒   Advertising Injury
☒   Medical Expense
☒   Products – Completed Operations
☒   Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
☒   Waiver of Subrogation in favor of the City of Atlanta

D.   Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

☒   Owned, Non-owned & Hired Vehicles
☒   Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E.   Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

F.   Network Security and Privacy Policy or Equivalent

Contractor/Consultant shall procure and maintain a Network Privacy and Security Policy in an amount not less than **$5,000,000**, covering at a minimum:

- ☒ Damages arising from a failure of computer security, or a wrongful release of private information
- ☒ Cost to notify consumers of a release of private information and to provide credit-monitoring or other remediation services in the event of a covered incident

G.   Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

End Document

PAYMENT AND PERFORMANCE BONDS

Payment Bond

Payment Bond

"City" City of Atlanta, Georgia
"Project" _____
"FC No." _____
"Principal" (Legal Name and Business Address)   _____

_____

_____

Type of Organization ("X" one):   _____ Individual
                                    _____ Partnership
                                    _____ Joint Venture
                                    _____ Corporation

"Surety:"   (Name and Business Address)   _____

_____

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:"   Agreement between Principal and City, dated _____ day of _____, 201__, regarding
performance of Work relative to the Project.

"Penal Sum:"_____ _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-101 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 201__.

PRINCIPAL:_____

_____
President/Vice President (Sign)

_____
President/Vice President (Type or Print)

Attested to by:

_____
Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

_____
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

_____
Associate/Assistant City Attorney

APPROVED

_____
City's Chief Financial Officer

Performance Bond

Performance Bond

"City" City of Atlanta, Georgia
"Project" _____
"FC No." _____
"Principal" (Legal Name and Business Address)   _____

_____

Type of Organization ("X" one):   _____ Individual
                                    _____ Partnership
                                    _____ Joint Venture
                                    _____ Corporation

"Surety:"   (Name and Business Address)   _____

_____

_____
duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:"   Agreement between Principal and City, dated _____ day of _____, 201__, regarding performance of Work relative to the Project.

"Penal Sum:"_____ _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any

wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 201__.

PRINCIPAL:_____

_____
President/Vice President (Sign)

_____
President/Vice President (Type or Print)

Attested to by:

_____
Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
    Attorney-in-Fact (Sign)

_____
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

_____
Associate/Assistant City Attorney

APPROVED

_____
City's Chief Financial Officer

APPENDIX C

GEORGIA ILLEGAL IMMIGRATION ENFORCEMENT AND REFORM ACT REQUIREMENTS

SYSTEMATIC ALIEN VERIFICATION OF ENTITLEMENTS (S.A.V.E)
CITY OF ATLANTA AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT
SUBMITTED TO DEPARTMENT OF PROCUREMENT

By executing this affidavit under oath, as an applicant for a City of Atlanta Contract, Business License or Georgia Occupation Tax Certificate, Alcohol License, Taxi Permit, Insurance Company License or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Atlanta public benefit:

For:_____.
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1)   _____   I am a United States Citizen
OR
2)   _____I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.* **All non-citizens must provide their Alien Registration Number below.**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE   _____   _____

_____
Printed Name:
_____ DAY OF _____, 20____

_____

_____
NOTARY PUBLIC
* _____
My commission expires: _____   Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below

_____

APPENDIX C: Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO PROPONENTS/BIDDERS:

All Proponents/Bidders must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents/Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents/Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents/Bidders in complying with the requirements of the City's procurement process and the terms of this RFP.

1.   The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.

2.   The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.

3.   Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.

      Example 1, ABC, Inc. and XYZ, Inc. form and submit a proposal/bid as Acme Construction, LLC. Acme Construction, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Acme Construction, LLC which includes the Federal Work Authorization User ID Number issued to Acme Construction, LLC.

      Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal/bid under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4.   All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.

5.   All Contractor Affidavits must be duly notarized.

6.   All Contractor Affidavits must be submitted with proposal/bid package.

7.   Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the <u>City of Atlanta</u> has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____   _____

Federal Work Authorization User Identification Number   Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: ____<u>City of Atlanta</u>_____

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state)

_____

Signature of Authorized Officer or Agent

_____

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ___, DAY OF _____, 201_____.

_____

NOTARY PUBLIC
My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____ (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____   _____
Federal Work Authorization User Identification Number   Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta _____

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state)

_____
Signature of Authorized Officer or Agent

_____
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ___, DAY OF _____, 201____

_____
NOTARY PUBLIC
My Commission Expires: _____

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (_____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)) and (_____ (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A.§13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (_____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (_____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____   _____
Federal Work Authorization User Identification Number   Date of Authorization

Name of Contractor: _____

Name of Project: _____
Name of Public Employer: ___City of Atlanta_____

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20___ in _____ (city), _____ (state)

_____
Signature of Authorized Officer or Agent

_____
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ___, DAY OF _____, 201_____

_____
NOTARY PUBLIC